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

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

CITY COUNCIL CHAMBERS **5:30 PM** **Thursday, April 14, 2022**

REGULAR MEETING OF THE CITY COUNCIL

CALL TO ORDER

1. INVOCATION

Offered by: Minister Vernon Spearman of Body of Christ Ministries

2. PLEDGE OF ALLEGIANCE

Led by: Councilmember Frances Akridge

3. APPROVAL OF THE AGENDA

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

a. **2022-0278** Minutes of Regular Meeting of the City Council held March 24, 2022. (Minutes Received)

Sponsors: Clerk-Treasurer

5. MAYOR: SPECIAL RECOGNITIONS

a. **2022-0279** Presentation of the National Child Abuse Prevention Month Proclamation to the National Children's Advocacy Center.

b. **2022-0280** Recognition of Community Development Block Grant (CDBG) Week and the contributions of local volunteers in improving the quality of life for our most vulnerable populations.

c. **2022-0281** Presentation of Fair Housing Month Proclamation.

6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

Special Recognitions

Resolutions for Approval and Presentation

Resolutions for Approval Only

7. ANNOUNCEMENTS AND PRESENTATIONS

8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE

9. PUBLIC HEARINGS TO BE HELD

a. **2022-0282** Public hearing on a Resolution for PAK Holdings, LLC d/b/a Huntsville Brews Cruise for the issuance of a special shuttle license. (Set March 24, 2022, Regular Council Meeting) (Parking & Public Transit)
Resolution No. 22-227

Sponsors: Parking/Public Transit

Attachments: Huntsville Brew Cruise 220414.pdf

10. PUBLIC HEARINGS TO BE SET

a. **2022-0283** Resolution to set a public hearing on the rezoning of 16.36 acres of land lying on the north side of Hegia Burrow Road and east of Oscar Webster Road from Residence 1 District to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set May 26, 2022 Regular Council Meeting)
Resolution No. 22-228
Ordinance No. 22-229

Sponsors: Planning

Attachments: Southpointe Rezoning

b. **2022-0284** Resolution to set a public hearing on the rezoning of 24.47 acres of land lying on the east side of Kirby Lane and north of Hwy 72 West from Residence 2-A District to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set May 26, 2022 Regular Council Meeting)
Resolution No. 22-230
Ordinance No. 22-231

Sponsors: Planning

Attachments: Romine Lake Rezoning

c. **2022-0285** Resolution to set a public hearing on the rezoning of 14.33 acres of land lying on the east side of Research Park Blvd and north of Corporate Drive from Research Park District to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set May 26, 2022 Regular Council Meeting)
Resolution No. 22-232
Ordinance No. 22-233

Sponsors: Planning

Attachments: Corporate Dr Rezoning

d. **2022-0286** Resolution to set a public hearing on the rezoning of 51.38 acres of land lying on the north and south sides of Bankhead Pkwy and east of Gaslight Way from Residence 1-A District to Planned Development - Housing District, LUI 37; and the introduction of an Ordinance pertaining to the same. (Set May 26, 2022 Regular Council Meeting)
Resolution No. 22-234
Ordinance No. 22-235

Sponsors: Planning

Attachments: The Summit PD-H Rezoning

e. **2022-0287** Resolution to set public hearing on an ordinance amending Zoning Ordinance Article 75 - Alcoholic Beverage Establishment Regulations, Section 75.3 - Permitted Establishments by Districts, to remove brewpubs as a permitted establishment, and Section 75.6 - Brewpub Areas, to update the established boundary of the brewpub areas; and Article 92 - Board of Adjustment, Section 92.5.3 - Permitted Uses as Special Exceptions, to add Brewpubs (within brewpub areas). (Set May 26, 2021 Regular Council Meeting)
Resolution No. 22-236
Ordinance No. 22-237

Sponsors: Planning

Attachments: Brewpub Zoning Ordinance Amendment

f. **2022-0288** Resolution to set a public hearing on the vacation of a portion of a right-of-way along Davis Circle; and, introduction of a Resolution consenting to and introduction of an Ordinance vacating the right-of-way pertaining to the same. (Set May 12, 2022, Regular Council Meeting)
Resolution No. 22-238
Resolution No. 22-239
Ordinance No. 22-240

Sponsors: Planning

Attachments: CityCentre III ROW Res Setting Public Hearing Complete.pdf
CityCentre III ROW Res Vacating after Hearing Complete.pdf
CityCentre III ROW Ord Vacating ROW Complete.pdf

11. AGENDA RELATED PUBLIC COMMENTS

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

12. MAYOR COMMENTS

13. COUNCILMEMBER COMMENTS

Councilmember Jennie Robinson

Councilmember Bill Kling

Councilmember Devyn Keith

Councilmember Frances Akridge

Councilmember John Meredith

14. FINANCE COMMITTEE REPORT

a. **2022-0289** Resolution authorizing expenditures for payment.
Resolution No. 22-241

Sponsors: Finance

Attachments: Expenditures - Complete

b. **2022-0290** Resolution authorizing travel for Councilmember Devyn Keith to Queens, New York March 31-April 3, 2022 for training from the LIFE Camp of Queens, New York on a comprehensive approach to community violence.
Resolution No. 22-242

Sponsors: Keith

Attachments: D. Keith Life Camp NY Travel Res.pdf

15. BOARD APPOINTMENTS TO BE VOTED ON

a. **2022-0291** Resolution appointing John Beard to the Bingo Review Committee to fill a vacancy due to the resignation of Brenda Miller for the remainder of a vacant two (2) year term to expire April 8, 2023. (Nominated March 24, 2022, Regular Council Meeting)
Resolution No. 22-243

Sponsors: Kling

Attachments: J. Beard Appointment Bingo Review.pdf

16. BOARD APPOINTMENT NOMINATIONS

a. **2022-0292** Nomination to appoint Janice Johnson to the Health Care Authority of the City of Huntsville, Place 1, to fill a vacancy due to the resignation of Bhavani Kakani for the remainder of a vacant six (6) year term to expire April 15, 2023.

Sponsors: Kling

Attachments: J. Johnson Appointment Health Care .docx

17. HUNTSVILLE UTILITIES ITEMS

18. LEGAL DEPARTMENT ITEMS/TRANSACTIONS

Vacation of Easements

a. **2022-0293** Ordinance authorizing the vacation of Utility and Drainage Easements, Lot 1, Novare Madison Mixed Use Project, Lime Quarry Road. (Madison Apartment Residences, LLC)
Ordinance No. 22-244

Sponsors: Engineering and Legal

Attachments: Madison Apartment Eas Vac ord Complete.pdf

b. **2022-0294** Ordinance authorizing the vacation of a 10-foot Water Line Easement, Lot 1, Novare Madison Mixed Use Project, Lime Quarry Road. (Madison Apartment Residences, LLC)
Ordinance No. 22-245

Sponsors: Legal and Engineering

Attachments: Madison Apartment Water Line Eas Vac ord Complete.pdf

Vacation of Rights-of-Way

Deeds of Acceptance

19. UNFINISHED BUSINESS ITEMS FOR ACTION

a. **2022-0268** Ordinance amending Article IV, Division 2, Procurement, of Chapter 2, Administration, of Ordinance No. 96-864 to increase the financial interest and small purchase thresholds from $1,000 to $5,000. (Introduced March 24, 2022, Regular Council Meeting)
Ordinance No. 22-221

Sponsors: Finance

Attachments: Small Purchase Ordinance Amendment-CS
Small Purchase Ordinance Amendment

b. **2022-0269** Ordinance amending the prices for lots in Cummings Research Park. (Introduced March 24, 2022, Regular Council Meeting)
Ordinance No. 22-222

Sponsors: Urban Development

Attachments: CRP New Lot Prices Complete.pdf

c. **2022-0270** Ordinance declaring certain equipment surplus and to be sold at public auction. (Introduced March 24, 2022, Regular Council Meeting)
Ordinance No. 22-223

Sponsors: Fleet Department

Attachments: Fowler Auction 05012022.pdf

d. **2022-0271** Ordinance to declare property as surplus and no longer needed for a municipal purpose and authorizing the Mayor to enter into a Purchase and Sale Agreement between the City and Broadway Westside Square, LLC, for the purchase of the same. (Introduced March 24, 2022, Regular Council Meeting)
Ordinance No. 22-224

Sponsors: Legal

Attachments: Broadway Surplus Property Ordinance Complete.pdf

e. **2022-0272** Ordinance to declare property as surplus and no longer needed for a municipal purpose and authorizing the Mayor to enter into a Purchase and Sale Agreement between the City and Glenn Cope Homes, Inc. for the purchase of the same. (Introduced March 24, 2022, Regular Council Meeting)
Ordinance No. 22-225

Sponsors: Legal

Attachments: Glenn Cope Homes Surplus Property Ord Complete.pdf

20. NEW BUSINESS ITEMS FOR CONSIDERATION OR ACTION

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

a. **2022-0295** Resolution authorizing travel expenses.
Resolution No. 22-246

Sponsors: Finance

Attachments: Travel Resolution CS
Travel Resolution

b. **2022-0296** Resolution authorizing the acceptance of donations.
Resolution No. 22-247

Sponsors: Finance

Attachments: Donations CS
Donations

c. **2022-0297** Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.
Resolution No. 22-248

Sponsors: Finance

Attachments: Resolution Procurement CS
Resolution Procurement
Procurement Finala
Resolution Procurement Backup

d. **2022-0298** Ordinance amending Budget Ordinance No. 21-867, by changing appropriated funding for various departments and funds.
Ordinance No. 22-249

Sponsors: Finance

Attachments: Budget Amendment CS
Budget Amendment

e. **2022-0299** Resolution authorizing the Mayor to enter into an Investment Advisory Agreement between the City of Huntsville and PFM Asset Management, LLC.
Resolution No. 22-250

Sponsors: Finance

Attachments: PFM Asset Management Agreement Complete.pdf

f. **2022-0300** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Highland Wake Construction, LLC to provide construction services for the Von Braun Center Propst Arena Exterior Ceiling Improvements.
Resolution No. 22-251

Sponsors: Finance

Attachments: VBC Resolution CS
VBC Propst Exterior Ceiling-Complete

g. **2022-0301** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Barge Design Solutions, Inc., for Engineering Design Services for Mill Creek Action Activity, Project No. 71-22-SP27.
Resolution No. 22-252

Sponsors: Engineering

Attachments: Barge Design - Complete.pdf

h. **2022-0302** Resolution authorizing the Mayor to enter into a Utility Agreement for a Federal Aid Project between the City of Huntsville and the State of Alabama for Winchester Road, Project No. 65-09-RD03 and ALDOT Project No. STPHV-8556(601).
Resolution No. 22-253

Sponsors: Engineering

Attachments: ALDOT Winchester Rd Complete.PDF

i. **2022-0303** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Miller & Miller, Inc. for construction services for John Hunt Park Kids Space Phase II Renovation.
Resolution No. 22-254

Sponsors: General Services

Attachments: Complete-JHPKIDSSPACE2
Title 39-JHPKIDS-Miller

j. **2022-0304** Resolution authorizing the Mayor to enter into an Agreement for Public Right-of-Way among the City of Huntsville, IMI Huntsville, LLC, and ProCOG, LLC, and acceptance of a Statutory Warranty Deed pertaining to the same.
Resolution No. 22-255

Sponsors: Urban Development and Legal

Attachments: IMI ProCOG ROW Agreement Complete.pdf

k. **2022-0305** Resolution authorizing the Clerk-Treasurer to invoke Progress Bank Letter of Credit No. 9001384600 for Olde Cobblestone Phase 8 Subdivision.
Resolution No. 22-256

Sponsors: Legal

Attachments: Olde Cobblestone 4600 LOC res.pdf

l. **2022-0306** Resolution authorizing the Clerk-Treasurer to invoke Progress Bank Letter of Credit No. 9001384200 for Olde Cobblestone Phase 8 Subdivision.
Resolution No. 22-257

Sponsors: Legal

Attachments: Olde Cobblestone 4200 LOC res.pdf

m. **2022-0307** Resolution authorizing the Clerk-Treasurer to invoke Bank Independent Letter of Credit No. 30016388 for the Retreat at Abbington Subdivision.
Resolution No. 22-258

Sponsors: Legal

Attachments: Abbington LOC res.pdf

n. **2022-0308** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Randy Means & Associates, Inc.
Resolution No. 22-259

Sponsors: Police

Attachments: Means - Complete.pdf

o. **2022-0309** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Nelson Nygaard Consulting Associates, Inc., for Development and Implementation of Update to Transit Improvement Plan.
Resolution No. 22-260

Sponsors: Parking/Public Transit

Attachments: Nelson Nygaard complete.pdf
Nelson Nygaard schedule

p. **2022-0310** Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and the Huntsville Sports Commission, Inc., for the John Hunt Park Sand Volleyball Complex.
Resolution No. 22-261

Sponsors: Parks & Recreation and Legal

Attachments: John Hunt Park Sand Volleyball Tournament - Complete.pdf

q. **2022-0311** Resolution authorizing the Mayor to execute Modification No. 1 to the agreement between the City of Huntsville, Alabama and Community Action Partnership of Huntsville/Madison and Limestone Counties, Inc. as adopted and approved by Resolution No. 21-257.
Resolution No. 22-262

Sponsors: Community Development

Attachments: CAPHMLC Inc. ESG Mod1.pdf

r. **2022-0312** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Urban Design Associates, Ltd. for additional services related to the Mill Creek District Master Plan Update.
Resolution No. 22-263

Sponsors: Planning

Attachments: Urban Design 2022 Final Version
UDAApproachMillCreekRev (Exhibit A)
UDA Master Plan Additional Services Agreement (Apr. 2022)

s. 2022-0313 Resolution in support of the Tennessee RiverTowns program and becoming part of the Tennessee RiverLine.
Resolution No. 22-264

Sponsors: Robinson

Attachments: Tennessee River Towns

t. 2022-0314 Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Kelly Jo Gunn.
Resolution No. 22-265

Sponsors: Animal Services

Attachments: Kelly Jo Gunn - Complete.pdf

u. 2022-0315 Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Charles Hawk.
Resolution No. 22-266

Sponsors: Inspection

Attachments: Hawk Resolution.pdf
HawkAgreement.pdf

v. 2022-0316 Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and James McFarlen.
Resolution No. 22-267

Sponsors: Police

Attachments: McFarlen - Complete.pdf

w. 2022-0317 Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Jason Gandy.
Resolution No. 22-268

Sponsors: Police

Attachments: Gandy - Complete.pdf

x. 2022-0318 Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Kitty Whitworth.
Resolution No. 22-269

Sponsors: Police

Attachments: Whitworth - Complete.pdf

21. NEW BUSINESS ITEMS FOR INTRODUCTION

a. **2022-0319** Introduction of an ordinance amending Chapter 3, Article II, Subsection (c) (1) of Section 3-30 (MidCity Arts and Entertainment District Ordinance) of the City's Code of Ordinances to modify the MidCity Arts and Entertainment District.
Ordinance No. 22-270

Sponsors: Planning

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

b. **2022-0320** Introduction of an ordinance declaring certain equipment surplus and to be donated to Huntsville Crime Stoppers.
Ordinance No. 22-271

Sponsors: Fleet Department

Attachments: Ordinance for donation 011836.pdf

22. SECOND ROSTER PUBLIC COMMENTS

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

23. ADJOURNMENT

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308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0278

Department: Clerk-Treasurer

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

Minutes of Regular Meeting of the City Council held March 24, 2022. (Minutes Received)

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0279

Department: Administration

Subject: **Type of Action:** Choose an item.

Presentation of the National Child Abuse Prevention Month Proclamation to the National Children's Advocacy Center.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0280

Department: Administration

Subject: **Type of Action:** Presentation

Recognition of Community Development Block Grant (CDBG) week and the contributions of local volunteers in improving the quality of life for our most vulnerable populations.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0281

Department: Administration

Subject:

Type of Action: Presentation

Presentation of Fair Housing Month Proclamation.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0282

Department: Parking & Public Transit

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

Public hearing on a Resolution for PAK Holdings, LLC d/b/a Huntsville Brews Cruise for the issuance of a special shuttle license. (Set March 24, 2022, Regular Council Meeting) (Parking & Public Transit)

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION NO. 22- _____

WHEREAS, **PAK Holdings, LLC d/b/a Huntsville Brews Cruise** has hereto made application to the City Council of the City of Huntsville for a Certificate of Public Convenience and Necessity for the operation of one (1) special shuttle in the City of Huntsville; and

WHEREAS, a public hearing was held at 5:30 P.M. on the **14th** day of **April, 2022** for the purpose of determining the public convenience and necessity for the operation of said service in accordance with the provisions of Chapter 8 of the Code of Ordinances of the City of Huntsville as amended; and

WHEREAS, the City Council in making a determination of public convenience and necessity has taken into consideration the number of special shuttle businesses already in operation in the City, whether transportation is adequate to meet the public needs, the probable effect of additional special shuttles on local traffic conditions, the adequacy of the service which the applicant proposed to give, as well as other matters coming to the Council's attention.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that further special shuttle service is required by public convenience and necessity, that said applicant is qualified and able to perform such transportation under the provisions of Chapter 8 of the Code of Ordinances of the City of Huntsville as amended.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to issue a special shuttle license to **PAK Holdings, LLC d/b/a Huntsville Brews Cruise** for the operation of one (1) special shuttle upon compliance with the provisions of said Chapter 8 of the Code of Ordinances of the City of Huntsville amended, and from year to year thereafter until the 1st day of January 2025, unless sooner terminated for cause as provided in said Chapter 8 of the Code of Ordinances of the City of Huntsville as amended.

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of Huntsville,
Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0283

Department: Planning

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

Resolution to set a public hearing on the rezoning of 16.36 acres of land lying on the north side of Hegia Burrow Road and east of Oscar Webster Road from Residence 1 District to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set May 26, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Recommended by Planning Commisssion

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1452

Department: Planning

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

Resolution to set a public hearing on the rezoning of 16.36 acres of land lying on the north side of Hegia Burrow Road and east of Oscar Webster Road from Residence 1 District to Residence 2 District; and the introduction of an Ordinance pertaining to the same. (Set May 26, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Recommended by Planning Commisssion

RESOLUTION NO. 22-_____

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

(1) The rezoning of certain lands lying on the north side of Hegia Burrow Road and east of Oscar Webster Road from Residence 1 District to Residence 2 District.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 1st day of May, 2022, and the second publication shall be one week thereafter on the 8th day of May, 2022, 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 26th day of May, 2022, 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. 22-____, which is introduced by the City Council of the City of Huntsville on the 14th day of April, 2022, 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. 22-_____

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, lying on the north side of Hegia Burrow Road and east of Oscar Webster Road, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Residence 1 District, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Residence 2 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> All that part of the Southwest Quarter of Section 27, Township 05 South, Range 01 East of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama being more particularly described as follows; Beginning at a point located North 73 Degrees 43 Minutes 36 Seconds East, a distance of 2120.37 feet from the Southwest Corner of said Section 27; thence from the Point of Beginning, North 00 Degrees 41 Minutes 38 Seconds East, a distance of 1323.30 feet to a point; thence South 88 Degrees 37 Minutes 27 Seconds East, a distance of 713.14 feet to a point; thence South 02 Degrees 08 Minutes 06 Seconds West, a distance of 708.35 feet to a point; thence South 49 Degrees 35 Minutes 11 Seconds West, a distance of 922.75 feet back to the Point of Beginning and containing 16.36 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 _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

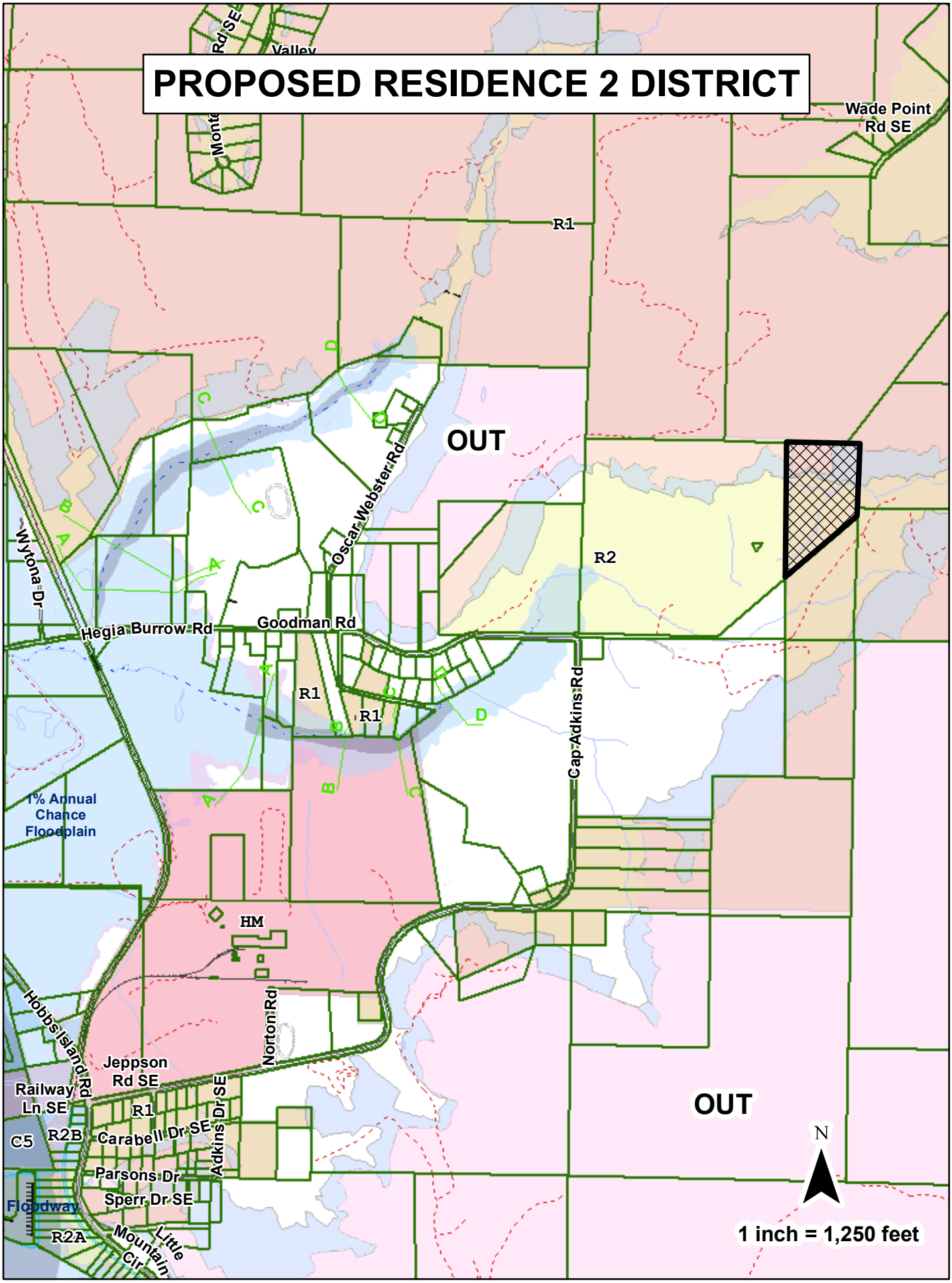
_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED RESIDENCE 2 DISTRICT
Wade Point Rd SE
R1
OUT
Oscar Webster Rd
R2
Wytona Dr
Hegia Burrow Rd
Goodman Rd
R1
R1
Cap Adkins Rd
1% Annual Chance Floodplain
HM
Hobbs Island Rd
Norton Rd
Jeppson Rd SE
Railway Ln SE
R1
C5
R2B
Carabell Dr SE
Adkins Dr SE
Parsons Dr
Sperr Dr SE
Floodway
R2A
Little Mountain Cir
OUT
N
1 inch = 1,250 feet

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0284

Department: Planning

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

Resolution to set a public hearing on the rezoning of 24.47 acres of land lying on the east side of Kirby Lane and north of Hwy 72 West from Residence 2-A District to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set May 26, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:
Recommended by Planning Commission

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1453

Department: Planning

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

Resolution to set a public hearing on the rezoning of 24.47 acres of land lying on the east side of Kirby Lane and north of Hwy 72 West from Residence 2-A District to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set May 26, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:
Recommended by Planning Commission

RESOLUTION NO. 22-_____

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

(1) The rezoning of certain lands lying on the east side of Kirby Lane and north of Hwy 72 West from Residence 2-A District 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 Huntsville Times on the 1st day of May, 2022, and the second publication shall be one week thereafter on the 8th day of May, 2022, 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 26th day of May, 2022, 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. 22-____, which is introduced by the City Council of the City of Huntsville on the 14th day of April, 2022, 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. 22-_____

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, lying on the east side of Kirby Lane and north of Hwy 72 West, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Residence 2-A District, 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:

A tract or parcel of land containing 24.47 acres located in Section 30, Township 3 South, Range 2 West, Madison County, Alabama and being more particularly described as follows: Commence at a 4 inch by 4 inch concrete monument with disc stamped McElroy 5920 at the NW corner of the NE quarter of said Section 30; thence S01°21'08"W 1311.45 feet to a 1/2 inch diameter rebar with orange cap stamped AL CA 718 LSF000600 being the point of beginning; thence S01°21'08"W 18.56 feet to a 5/8 inch diameter rebar with orange cap stamped GW JONES; thence S01°20'48"W 1030.25 feet to a 1/2 inch diameter rebar with orange cap stamped AL CA 718 LSF000600; thence S01°20'48"W 168.71 feet to a 1/2 inch diameter rebar with red cap stamped SCHOEL CA003; thence S01°20'48"W 130.97 feet to a 1/2 inch diameter rebar with yellow cap; thence N88°53'03"W 79.21 feet to a 1/2 inch diameter rebar on the west boundary of lot 3 or Morris Park Subdivision; thence N01°23'35"E 7.58 feet to a white PVC pipe protruding from the ground also being the NW corner of lot 3 of Morris Park Subdivision; thence N88°45'40"W 680.99 feet along the north boundary of lot 3 of Morris Park Subdivision to a 4 inch by 4 inch concrete monument and disc on the westerly right-of-way of Kirby Lane also being the NE corner of lot 3 of Morris Park Subdivision; thence continuing along said right-of way N89°29'17"W 6.30 feet to a 1/2 inch diameter rebar with orange cap stamped AL CA 718 LSF000600; thence continuing along said right-of-way N00°34'02"E 4.55 feet to a 1/2 inch diameter rebar with orange cap stamped AL CA 718 LSF000600; thence continuing along said right-of-way N85°17'32"E 7.42 to a 1/2 inch diameter rebar with orange cap stamped AL CA 718 LSF000600; thence continuing along said right-of-way N04°52'28"W 934.87 feet to a 1/2 inch diameter rebar with orange cap stamped AL CA 718 LSF000600; thence continuing along said right-of-way N18°02'02"E 226.42 feet to a 1/2 inch rebar with orange cap stamped AL CA 718 LSF000600; thence continuing along said right-of-way N53°32'32"E 369.38 feet to a 1/2 inch diameter rebar with orange cap stamped AL CA 718 LSF000600 ; thence continuing along

right-of-way S66°27’28”E 106.24 feet to 1/2 diameter rebar with orange cap stamped AL CA 718 LSF000600; thence continuing along said right-of-way S89°19’28”E 405.28 feet to the point of beginning.

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 _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

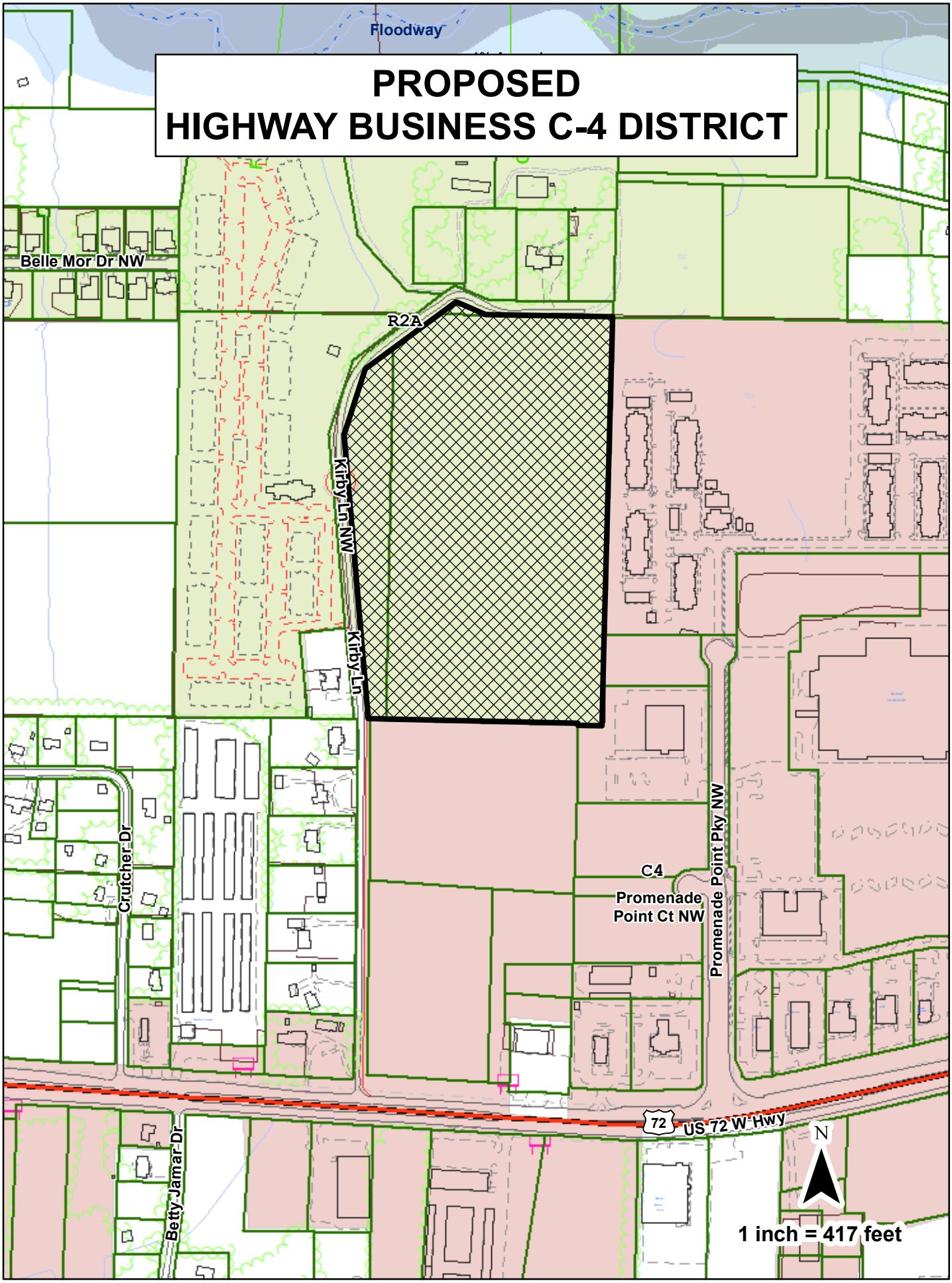
_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED
HIGHWAY BUSINESS C-4 DISTRICT
Floodway
Belle Mor Dr NW
R2A
Kirby Ln NW
Kirby Ln
Crutcher Dr
C4
Promenade Point Ct NW
Promenade Point Pky NW
72
US 72 W Hwy
Betty Jamar Dr
N
1 inch = 417 feet

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0285

Department: Planning

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

Resolution to set a public hearing on the rezoning of 14.33 acres of land lying on the east side of Research Park Blvd and north of Corporate Drive from Research Park District to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set May 26, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:
Recommended by Planning Commission

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1454

Department: Planning

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

Resolution to set a public hearing on the rezoning of 14.33 acres of land lying on the east side of Research Park Blvd and north of Corporate Drive from Research Park District to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set May 26, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:
Recommended by Planning Commission

RESOLUTION NO. 22-_____

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

(1) The rezoning of certain lands lying on east side of Research Park Blvd and north of Corporate Drive from Research Park District 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 Huntsville Times on the 1st day of May, 2022, and the second publication shall be one week thereafter on the 8th day of May, 2022, 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 26th day of May, 2022, 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. 22-____, which is introduced by the City Council of the City of Huntsville on the 14th day of April, 2022, 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. 22-_____

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, lying on the east side of Research Park Blvd and north of Corporate Drive, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Research Park District, 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 31, Township 03 South, Range 01 West 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 31; thence North 42 Degrees 18 Minutes 18 Seconds West, a distance of 2656.07 feet to a point; said point is further described as the Point of True Beginning; thence from the Point of True Beginning, South 89 Degrees 04 Minutes 36 Seconds West, a distance of 703.58 feet to a point; thence North 00 Degrees 15 Minutes 24 Seconds East, a distance of 381.07 feet to a point; thence North 00 Degrees 51 Minutes 34 Seconds East, a distance of 347.26 feet to a point; thence South 88 Degrees 28 Minutes 19 Seconds East, a distance of 576.96 feet to a point; thence South 89 Degrees 30 Minutes 26 Seconds East, a distance of 8.12 feet to a point; thence South 89 Degrees 18 Minutes 45 Seconds East, a distance of 341.54 feet to a point; thence South 01 Degree 20 Minutes 34 Seconds East, a distance of 470.89 feet to a point at the beginning of a curve to the left; thence along said curve to the left with a radius of 247.58 feet, and whose chord bears South 46 Degrees 44 Minutes 31 Seconds West, a distance of 330.72 feet back to the Point of True Beginning, containing 14.33 acres more or less.

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

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

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

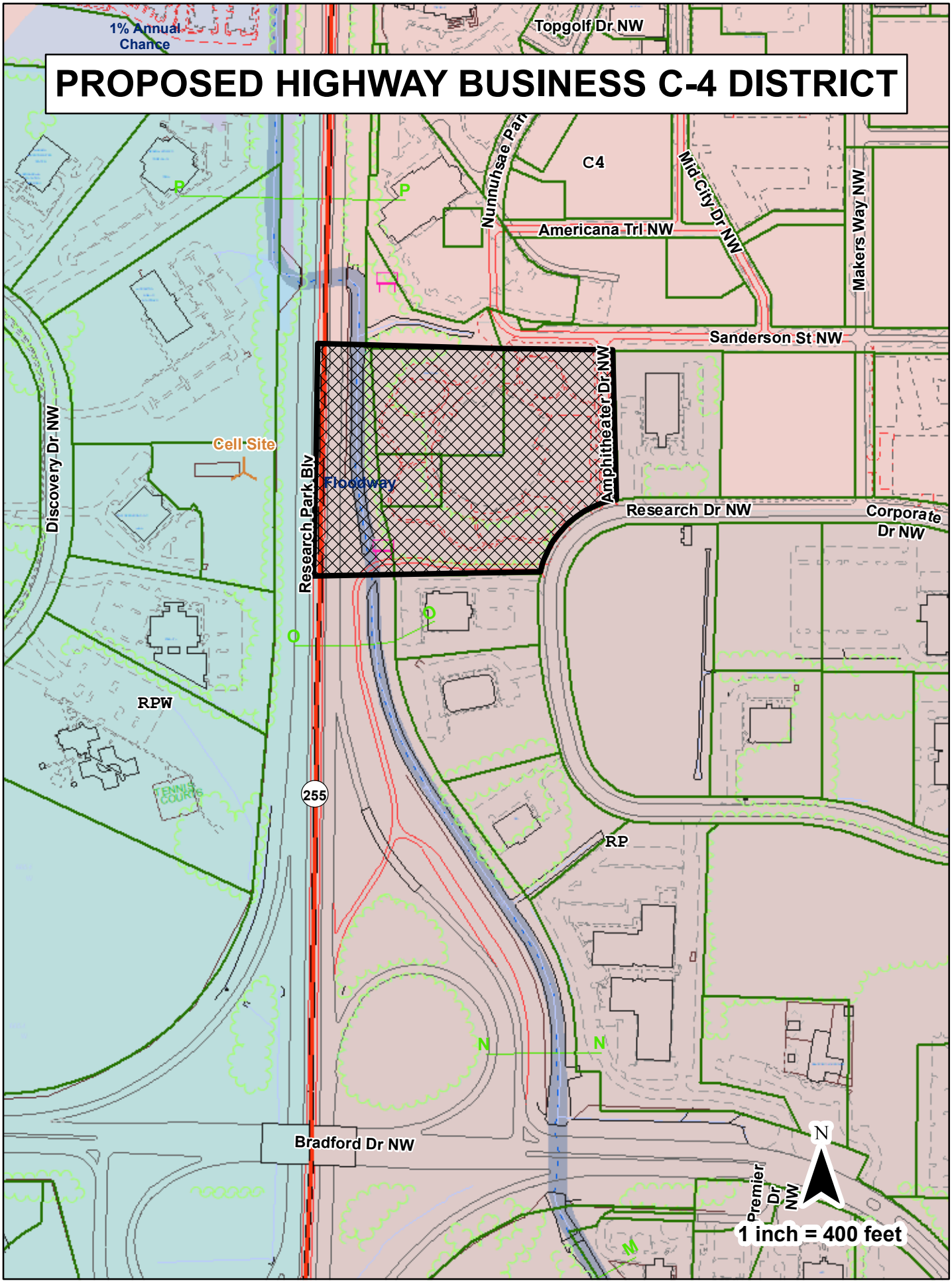
_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED HIGHWAY BUSINESS C-4 DISTRICT
1% Annual Chance
Topgolf Dr NW
C4
Nunnuhsae Pkwy
Mid City Dr NW
Makers Way NW
Americana Trl NW
Sanderson St NW
Amphitheater Dr NW
Research Park Blv
Discovery Dr NW
Cell Site
Floodway
Research Dr NW
Corporate Dr NW
RPW
RP
255
Bradford Dr NW
Premier Dr NW
P
O
N
1 inch = 400 feet

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0286

Department: Planning

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

Resolution to set a public hearing on the rezoning of 51.38 acres of land lying on the north and south sides of Bankhead Pkwy and east of Gaslight Way from Residence 1-A District to Planned Development - Housing District, LUI 37; and the introduction of an Ordinance pertaining to the same. (Set May 26, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Recommended by Planning Commission

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1455

Department: Planning

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

Resolution to set a public hearing on the rezoning of 51.38 acres of land lying on the north and south side of Bankhead Pkwy and east of Gaslight Way from Residence 1-A District to Planned Development - Housing District, LUI 37; and the introduction of an Ordinance pertaining to the same. (Set May 26, 2022 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Recommended by Planning Commission

RESOLUTION NO. 22-_____

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

(1) The rezoning of certain lands lying on north and south side of Bankhead Pkwy and east of Gaslight Way from Residence 1-A District to Planned Development - Housing District, LUI 37.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 1st day of May, 2022, and the second publication shall be one week thereafter on the 8th day of May, 2022, 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 26th day of May, 2022, 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. 22-____, which is introduced by the City Council of the City of Huntsville on the 14th day of April, 2022, 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. 22-_____

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, lying on the north and south side of Bankhead Pkwy and east of Gaslight Way, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Residence 1-A District, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Planned Development - Housing District, LUI 37, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Section 29, Township 03 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 29; thence North 30 Degrees 06 Minutes 44 Seconds West, 2684.03 feet to a point; said point is further described as the Point of True Beginning; thence from the True Point of Beginning, South 00 Degrees 29 Minutes 02 Seconds West, 974.32 feet to a point; thence North 88 Degrees 47 Minutes 38 Seconds West, 834.08 feet to a point; thence South 19 Degrees 18 Minutes 39 Seconds West, 116.26 feet to a point; thence South 16 Degrees 13 Minutes 15 Seconds West, 5.91 feet to a point; thence South 15 Degrees 46 Minutes 38 Seconds West, 109.82 feet to a point; thence South 15 Degrees 43 Minutes 55 Seconds West, 1.44 feet to a point; thence South 19 Degrees 05 Minutes 58 Seconds West, 1.47 feet to a point; thence South 19 Degrees 03 Minutes 19 Seconds West, 36.96 feet to a point; thence South 25 Degrees 03 Minutes 20 Seconds West, 37.25 feet to a point; thence South 31 Degrees 03 Minutes 18 Seconds West, 37.95 feet to a point; thence South 35 Degrees 27 Minutes 55 Seconds West, 14.29 feet to a point; thence South 43 Degrees 15 Minutes 11 Seconds West, 19.97 feet to a point; thence South 49 Degrees 15 Minutes 20 Seconds West, 20.98 feet to a point; thence South 55 Degrees 15 Minutes 11 Seconds West, 20.98 feet to a point; thence South 61 Degrees 15 Minutes 18 Seconds West, 21.03 feet to a point; thence South 67 Degrees 08 Minutes 25 Seconds West, 20.95 feet to a point; thence South 67 Degrees 09 Minutes 44 Seconds West, 0.9 feet to a point; thence South 69 Degrees 46 Minutes 51 Seconds West, 0.82 feet to a point; thence South 69 Degrees 45 Minutes 13 Seconds West, 23.13 feet to a point; thence South 75 Degrees 45 Minutes 06 Seconds West, 22.22 feet to a point; thence South 81 Degrees 45 Minutes 10 Seconds West, 22.22 feet to a point; thence South 88 Degrees 01 Minute 03 Seconds West, 26.68 feet to a point; thence South 88 Degrees 25 Minutes 44 Seconds West, 68.79 feet to a point; thence South 87 Degrees 45 Minutes 25

Seconds West, 0.71 feet to a point; thence South 87 Degrees 43 Minutes 52 Seconds West, 60.47 feet to a point; thence South 81 Degrees 44 Minutes 00 Seconds West, 54.6 feet to a point; thence South 81 Degrees 41 Minutes 55 Seconds West, 0.98 feet to a point; thence South 81 Degrees 44 Minutes 28 Seconds West, 7.3 feet to a point; thence South 75 Degrees 43 Minutes 55 Seconds West, 61.97 feet to a point; thence South 71 Degrees 49 Minutes 30 Seconds West, 20.35 feet to a point; thence South 68 Degrees 51 Minutes 13 Seconds West, 67.64 feet to a point; thence South 68 Degrees 50 Minutes 49 Seconds West, 2.94 feet to a point; thence South 62 Degrees 07 Minutes 19 Seconds West, 87.64 feet to a point; thence South 56 Degrees 21 Minutes 00 Seconds West, 83.37 feet to a point; thence North 36 Degrees 13 Minutes 21 Seconds West, 93.87 feet to a point; thence North 12 Degrees 59 Minutes 27 Seconds East, 25 feet to a point; thence North 12 Degrees 59 Minutes 28 Seconds East, 128.2 feet to a point; thence North 12 Degrees 59 Minutes 29 Seconds East, 50.92 feet to a point; thence North 12 Degrees 59 Minutes 30 Seconds East, 168.62 feet to a point; thence North 12 Degrees 59 Minutes 26 Seconds East, 154.26 feet to a point; thence North 77 Degrees 46 Minutes 39 Seconds East, 25 feet to a point; thence North 12 Degrees 13 Minutes 20 Seconds West, 160.48 feet to a point; thence North 78 Degrees 29 Minutes 25 Seconds East, 62.95 feet to a point; thence North 12 Degrees 13 Minutes 21 Seconds West, 48.04 feet to a point; thence North 12 Degrees 13 Minutes 20 Seconds West, 186.54 feet to a point; thence North 76 Degrees 42 Minutes 37 Seconds East, 225.18 feet to a point; thence North 12 Degrees 31 Minutes 17 Seconds West, 188.62 feet to a point; thence North 12 Degrees 31 Minutes 18 Seconds West, 50.04 feet to a point; thence South 75 Degrees 11 Minutes 17 Seconds West, 22.7 feet to a point; thence North 12 Degrees 31 Minutes 17 Seconds West, 186.14 feet to a point; thence North 76 Degrees 10 Minutes 29 Seconds East, 144.01 feet to a point; thence South 89 Degrees 14 Minutes 54 Seconds East, 0.23 feet to a point; thence North 00 Degrees 26 Minutes 22 Seconds East, 425.38 feet to a point; thence South 89 Degrees 24 Minutes 03 Seconds East, 660 feet to a point; thence South 89 Degrees 24 Minutes 03 Seconds East, 330 feet to a point; thence South 89 Degrees 24 Minutes 02 Seconds East, 330 feet to a point; thence South 00 Degrees 26 Minutes 16 Seconds West, 382.16 feet back to the Point of True Beginning and containing 51.38 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 _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

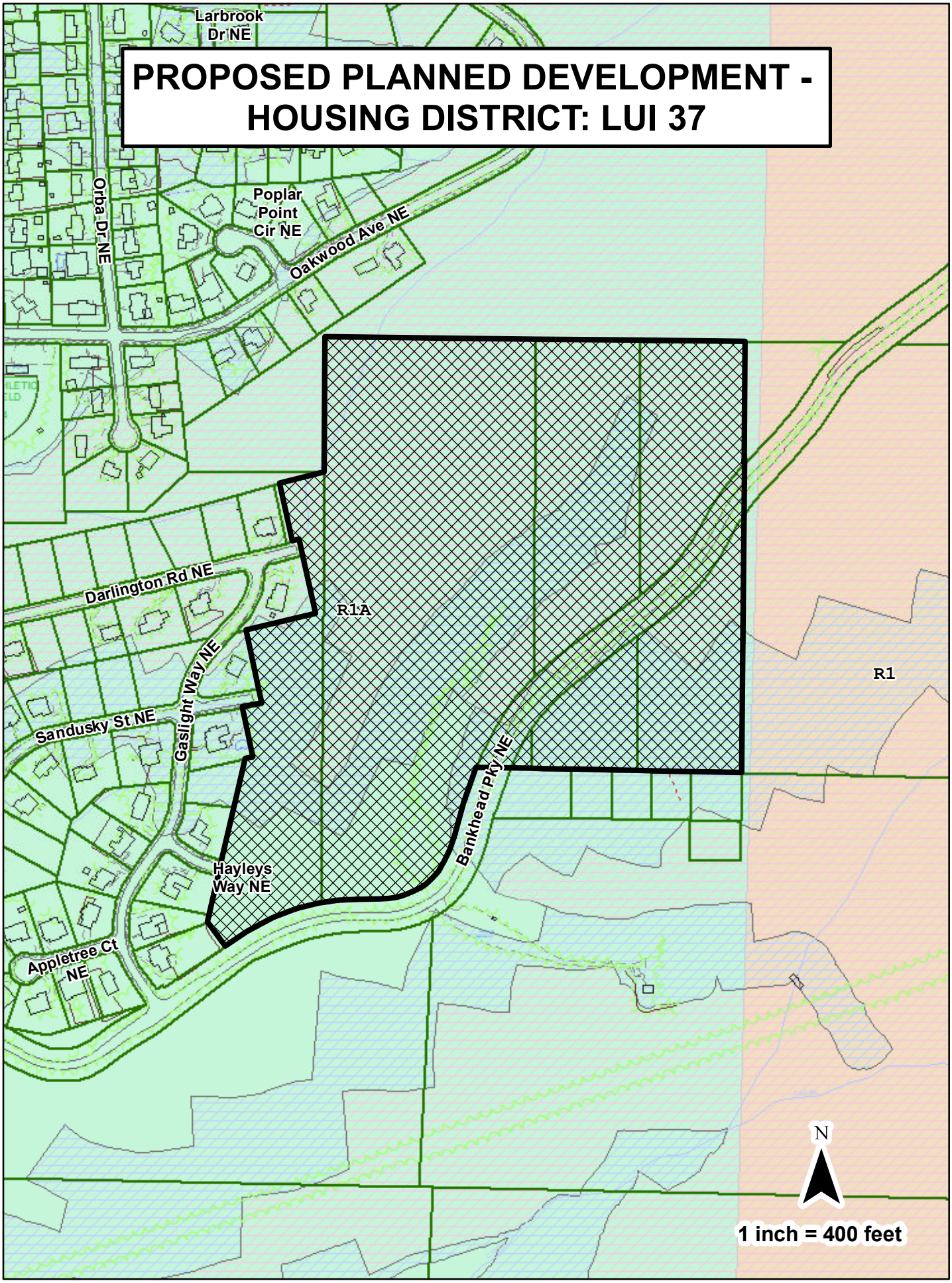
_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED PLANNED DEVELOPMENT - HOUSING DISTRICT: LUI 37
Larbrook Dr NE
Orba Dr NE
Poplar Point Cir NE
Oakwood Ave NE
Darlington Rd NE
Gaslight Way NE
Sandusky St NE
Hayleys Way NE
Bankhead Pky NE
Appletree Ct NE
R1A
R1
N
1 inch = 400 feet

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0287

Department: Planning

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

Resolution to set public hearing on an ordinance amending Zoning Ordinance Article 75 - Alcoholic Beverage Establishment Regulations, Section 75.3 - Permitted Establishments by Districts, to remove brewpubs as a permitted establishment, and Section 75.6 - Brewpub Areas, to update the established boundary of the brewpub areas; and Article 92 - Board of Adjustment, Section 92.5.3 - Permitted Uses as Special Exceptions, to add Brewpubs (within brewpub areas). (Set May 26, 2021 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Recommended by Planning Commission

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1456

Department: Planning

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

Resolution to set public hearing on an ordinance amending Zoning Ordinance Article 75 - Alcoholic Beverage Establishment Regulations, Section 75.3 - Permitted Establishments by Districts, to remove brewpubs as a permitted establishment, and Section 75.6 - Brewpub Areas, to update the established boundary of the brewpub areas; and Article 92 - Board of Adjustment, Section 92.5.3 - Permitted Uses as Special Exceptions, to add Brewpubs (within brewpub areas). (Set May 26, 2021 Regular Council Meeting)

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Recommended by Planning Commission

RESOLUTION NO. 22-_____

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) Amends Zoning Ordinance ARTICLE 75 ALCOHOLIC BEVERAGE ESTABLISHMENT REGULATIONS, Section 75.3 - Permitted Establishments by Districts, to remove brewpubs as a permitted establishment, and Section 75.6 - Brewpub Areas, to update the established boundary of the brewpub areas; and ARTICLE 92 BOARD OF ADJUSTMENT, Section 92.5.3 - Permitted Uses as Special Exceptions, to add Brewpubs (within brewpub areas).

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Huntsville Times on the 1st day of May, 2022, and the second publication shall be one week thereafter on the 8th day of May, 2022, 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 26th day of May, 2022, 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. 22-____, which is introduced by the City Council of the City of Huntsville on the 14th day of April, 2022, 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. 22-_____

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

The public welfare requiring it, and under authority granted by Section 11-52-78 of the 1975 Code of Alabama, BE IT ORDAINED by the City Council for the City of Huntsville, Alabama, that the Zoning Ordinance of the City of Huntsville, Alabama, as adopted on the 21st day of March 1963, as amended, is hereby further amended as follows:

Section 1. Amend Zoning Ordinance ARTICLE 75 - ALCOHOLIC BEVERAGE ESTABLISHMENT REGULATIONS, Section 75.3 - Permitted Establishments by Districts, by deleting:

Brewpubs.

Brewpubs (within brewpub areas).

Section 2. Amend Zoning Ordinance ARTICLE 75 - ALCOHOLIC BEVERAGE ESTABLISHMENT REGULATIONS, Section 75.6 - Brewpub Areas, by updating the boundary of the brewpub areas to read and show as follows:

The following description represents the established boundary of the brewpub areas:

All that part of Sections 13, 23, 24, 25, 26, 28, 33, 34, 35 and 36, Township 03 South, Range 01 West and all that part of Sections 01, 02, 03, 11, 12, 13 and 14, Township 04 South, Range 01 West of the Huntsville Meridian in the City of Huntsville, Madison County, Alabama; more particularly described as beginning at a point located at the Southwest Corner of Section 13, Township 03 South, Range 01 West of the Huntsville Meridian; thence from the Point of Beginning, North along the West Boundary of said Section 13, a distance of 12 feet to the centerline of Mastin Lake Road; thence East along the centerline of Mastin Lake Road, a distance of 1698 feet; thence Due South, a distance of 148 feet; thence South 86 Degrees East, a distance of 111 feet; thence South 35 Degrees East, a distance of 403 feet; thence South 25 Degrees 30 Minutes West, a distance of 824 feet; thence South 23 Degrees West, a distance of 565 feet, thence South 17 Degrees 35 Minutes West, a distance of 595 feet; thence South 87 Degrees East, a distance of 115 feet to the centerline of Normal Branch; thence in a Southerly direction along the centerline of Normal Branch, a distance of 1120 feet to a point located in the centerline of US 72 East Highway; thence West along the centerline of US 72 East Highway, a distance of 410 feet; thence South 01 Degree West, a distance of 389 feet; thence South 87 Degrees East, a distance of 53 feet; thence South 16 Degrees 45 Minutes West, a distance of 1499 feet to the centerline of Normal Branch; thence Southwesterly along the centerline of Normal Branch, a distance of 251 feet; thence South 88 Degrees West, a distance of 420 feet to a point located on the West

Boundary of Section 25, Township 03 South, Range 01 West of the Huntsville Meridian; thence North 88 Degrees 35 Minutes West, a distance of 683 feet; thence South 30 Degrees 40 Minutes West, a distance of 1356 feet to the centerline of a tributary; thence Southeasterly along the centerline of said tributary, a distance of 1560 feet to a point on the North right of way of Oakwood Avenue; thence South 44 Degrees East, a distance of 36 feet to the centerline of Oakwood Avenue; thence East along the centerline of Oakwood Avenue, a distance of 477 feet to the centerline of Pinhook Creek; thence in a Southerly direction along the centerline of Pinhook Creek, a distance of 138 feet; thence South 88 Degrees 30 Minutes East, a distance of 792 feet; thence Due South, a distance of 115 feet; thence South 89 Degrees East, a distance of 944 feet to the centerline of Kildare Street; thence North along the centerline of Kildare Street, a distance of 246 feet to the centerline of Oakwood Avenue; thence East along the centerline of Oakwood Avenue, a distance of 1486 feet to the centerline of the Norfolk Southern Railroad; thence South along the centerline of the Norfolk Southern Railroad, a distance of 40 feet; thence North 88 Degrees West, a distance of 27 feet; thence South 24 Degrees West, a distance of 1056 feet; thence North 66 Degrees 30 Minutes West, a distance of 828 feet to the centerline of Meridian Street; thence South along the centerline of Meridian Street, a distance of 1932 feet to the centerline of Dallas Branch; thence West along the centerline of Dallas Branch, a distance of 559 feet; thence North 11 Degrees East, a distance of 834 feet; thence North 87 Degrees West, a distance of 293 feet; thence North 07 Degrees East, a distance of 11 feet; thence North 88 Degrees 30 Minutes West, a distance of 959 feet to the centerline of Pinhook Creek; thence North along the centerline of Pinhook Creek, a distance of 416 feet; thence North 89 Degrees West, a distance of 574 feet; thence South 16 Degrees 20 Minutes West, a distance of 1401 feet; thence South 15 Degrees 15 Minutes East, a distance of 446 feet; thence South 88 Degrees East, a distance of 136 feet; thence South 02 Degrees West, a distance of 34 feet; thence South 89 Degrees 20 Minutes East, a distance of 622 feet to a point located on the East Boundary of Section 35, Township 03 South, Range 01 West; thence South along said Eastern Section Boundary, a distance of 356 feet to the centerline of Pratt Avenue; thence East along the centerline of Pratt Avenue, a distance of 1858 feet to the intersection of Pratt Avenue and Meridian Street; thence Southerly along the centerline of Meridian Street, a distance of 1019 feet; thence North 56 Degrees 50 Minutes East, a distance of 874 feet to the intersection of Howe Avenue and Dallas Street; thence Southeasterly along the centerline of Dallas Street, a distance of 239 feet; thence South 58 Degrees West, a distance of 126 feet; thence North 33 Degrees West, a distance of 54 feet; thence South 58 Degrees West, a distance of 105 feet; thence North 33 Degrees West, a distance of 62 feet; thence South 59 Degrees West, a distance of 104 feet; thence South 36 Degrees East, a distance of 21 feet; thence South 55 Degrees West, a distance of 282 feet; thence South 32 Degrees 15 Minutes East, a distance of 449 feet; thence South 55 Degrees 40 Minutes West, a distance of 159 feet; thence South 33 Degrees East, a distance of 42 feet; thence South 58 Degrees 20 Minutes West, a distance of 150 feet; thence South 33 Degrees 40 Minutes East, a distance of 504 feet; thence North 34 Degrees East, a distance of 20 feet to the centerline of Lincoln Street; thence Southeast along the centerline of

Lincoln Street, a distance of 808 feet to the intersection of Lincoln Street and Randolph Avenue; thence Southwesterly along the centerline of Randolph Avenue, a distance of 203 feet; thence South 33 Degrees 20 Minutes East, a distance of 366 feet to the centerline of Eustis Avenue; thence Southwesterly along the centerline of Eustis Avenue, a distance of 389 feet; thence South 33 Degrees East, a distance of 365 feet to the centerline of Gates Avenue; thence Southwesterly along the centerline of Gates Avenue, a distance of 350 feet; thence South 31 Degrees 50 Minutes East, a distance of 594 feet; thence North 59 Degrees East, a distance of 26 feet; thence South 31 Degrees 20 Minutes East, a distance of 1364 feet to the centerline of Fagan Creek; thence Westerly along the centerline of Fagan Creek, a distance of 761 feet to the intersection of Fagan Creek and the centerline of Gallatin Street; thence Southeasterly along the centerline of Gallatin Street, a distance of 738 feet to the intersection of Gallatin Street and Saint Clair Avenue; thence Westerly along the centerline of Saint Clair Avenue, a distance of 1079 feet; thence Due North, a distance of 113 feet; thence Due East, a distance of 24 feet; thence Due North, a distance of 96 feet; thence South 89 Degrees East, a distance of 5 feet; thence Due North, a distance of 246 feet; thence South 88 Degrees West, a distance of 95 feet; thence North 01 Degree 50 Minutes West, a distance of 326 feet to the centerline of Fagan Creek; thence Northwesterly along the centerline of Fagan Creek, a distance of 792 feet; thence North 53 Degrees West, a distance of 340 feet; thence South 06 Degrees West, a distance of 111 feet; thence South 29 Degrees West, a distance of 231 feet; thence South 33 Degrees West, a distance of 248 feet; thence North 44 Degrees West, a distance of 25 feet; thence South 23 Degrees 30 Minutes West, a distance of 302 feet to the centerline of a railroad; thence along the centerline of said railroad, South 14 Degrees 50 Minutes East, a distance of 1120 feet to the centerline of Governors Drive; thence West along the centerline of Governors Drive, a distance of 534 feet; thence South 01 Degree West, a distance of 891 feet; thence South 35 Degrees East, a distance of 645 feet; thence North 87 Degrees East, a distance of 561 feet to the centerline of a railroad; thence along the centerline of said railroad, South 15 Degrees East, a distance of 1721 feet; thence South 68 Degrees West, a distance of 62 feet; thence South 15 Degrees East, a distance of 939 feet; thence North 86 Degrees East, a distance of 55 feet to the centerline of a railroad; thence along the centerline of said railroad, South 15 Degrees East, a distance of 6940 feet to the centerline of Airport Road; thence Westerly along the centerline of Airport Road/Johnson Road, a distance of 5316 feet; thence North 01 Degree West 695 feet; thence Due East, a distance of 63 feet to the centerline of Huntsville Spring Branch; thence Northerly along the centerline of Huntsville Spring Branch, a distance of 10443 feet to the centerline of Governors Drive; thence East along the centerline of Governors Drive, a distance of 552 feet; thence North 20 Degrees East, a distance of 359 feet to the centerline of Memorial Parkway; thence Northwesterly along the centerline of Memorial Parkway, a distance of 1518 feet; thence South 57 Degrees West, a distance of 928 feet to the intersection of Vernon Avenue and Seminole Drive; thence Northwesterly along the centerline of Seminole Drive, a distance of 582 feet to the intersection of Seminole Drive and Clinton Avenue; thence Southwesterly along the centerline of Clinton Avenue, a distance of 2976 feet to the centerline of Governors Drive;

thence West along the centerline of Governors Drive, a distance of 363 feet; thence North 40 Degrees East, a distance of 31 feet; thence North 02 Degrees 45 Minutes West, a distance of 2005 feet to the centerline of the Norfolk Southern Railroad; thence along the centerline of Norfolk Southern Railroad, South 81 Degrees West, a distance of 93 feet to the intersection of the centerline of said railroad and the centerline of Triana Boulevard; thence Northerly along the centerline of Triana Boulevard, a distance of 865 feet; thence North 80 Degrees East, a distance of 789 feet; thence South 40 Degrees East, a distance of 600 feet; thence South 45 Degrees East, a distance of 53 feet; thence South 57 Degrees East, a distance of 42 feet; thence South 70 Degrees East, a distance of 60 feet; thence South 59 Degrees East, a distance of 57 feet; thence South 46 Degrees East, a distance of 59 feet to the centerline of the Norfolk Southern Railroad; thence Northeasterly along the centerline of the Norfolk Southern Railroad, a distance of 486 feet; thence North 02 Degrees 45 Minutes East, a distance of 811 feet; thence North 87 Degrees 30 Minutes East, a distance of 888 feet; thence North 02 Degrees East, a distance of 149 feet; thence South 88 Degrees West, a distance of 23 feet; thence North 01 Degree 30 Minutes East, a distance of 796 feet; thence North 81 Degrees 30 Minutes East, a distance of 796 feet; thence North 66 Degrees East, a distance of 162 feet; thence North 24 Degrees 30 Minutes West, a distance of 632 feet; thence North 25 Degrees East, a distance of 274 feet; thence South 69 Degrees West, a distance of 178 feet; thence North 24 Degrees West, a distance of 173 feet; thence North 73 Degrees East, a distance of 40 feet; thence North 35 Degrees West, a distance of 694 feet; thence North 24 Degrees 50 Minutes West, a distance of 321 feet; thence South 64 Degrees West, a distance of 114 feet; thence North 30 Degrees West, a distance of 376 feet to the centerline of Cox Avenue; thence Southwesterly along the centerline of Cox Avenue, a distance of 170 feet to the intersection of Cox Avenue and Pulaski Pike; thence Northwesterly along the centerline of Pulaski Pike, a distance of 47 feet; thence South 61 Degrees 50 Minutes West, a distance of 2094 feet; thence South 01 Degree West, a distance of 156 feet; thence North 89 Degrees 30 Minutes West, a distance of 1379 feet; thence North 30 Degrees West, a distance of 116 feet to the centerline of University Drive; thence Westerly along the centerline of University Drive, a distance of 1119 feet; thence Due South, a distance of 42 feet; thence North 89 Degrees West, a distance of 3079 feet to a point located at the intersection of University Drive and Jordan Lane; thence Northerly along the centerline of Jordan Lane, a distance of 2404 feet; thence North 34 Degrees 40 Minutes West, a distance of 1229 feet; thence North 29 Degrees 30 Minutes West, a distance of 1648 feet; thence North 59 Degrees East, a distance of 43 feet; thence North 31 Degrees 40 Minutes West, a distance of 311 feet; thence South 89 Degrees 30 Minutes East, a distance of 859 feet; thence South 02 Degrees West, a distance of 348 feet; thence South 88 Degrees East, a distance of 226 feet; thence South 00 Degrees West, a distance of 498 feet; thence South 89 Degrees East, a distance of 230 feet; thence South 03 Degrees 20 Minutes West, a distance of 335 feet; thence South 89 Degrees West, a distance of 220 feet; thence South 00 Degrees West, a distance of 200 feet; thence South 89 Degrees East, a distance of 264 feet; thence South 00 Degrees 30 Minutes West, a distance of 488 feet; thence North 89 Degrees East, a distance of 150 feet; thence South 01

Degree East, a distance of 215 feet; thence South 67 Degrees East, a distance of 272 feet; thence South 01 Degree West, a distance of 240 feet; thence South 89 Degrees 30 Minutes East, a distance of 658 feet; thence South 02 Degrees West, a distance of 1465 feet; thence South 89 Degrees 35 Minutes East, a distance of 2686 feet; thence North 83 Degrees East, a distance of 178 feet; thence South 34 Degrees East, a distance of 632 feet; thence South 36 Degrees East, a distance of 105 feet; thence South 46 Degrees East, a distance of 237 feet; thence South 48 Degrees East, a distance of 116 feet; thence South 55 Degrees East, a distance of 152 feet; thence South 51 Degrees East, a distance of 147 feet; thence South 35 Degrees East, a distance of 158 feet to the centerline of University Drive; thence Northeasterly along the centerline of University Drive, a distance of 3403 feet to the intersection of University Drive and Pulaski Pike; thence Northwesterly along the centerline of Pulaski Pike, a distance of 1785 feet; thence North 52 Degrees East, a distance of 244 feet; thence South 38 Degrees 10 Minutes East, a distance of 101 feet; thence Due East, a distance of 258 feet; thence North 01 Degree 35 Minutes East, a distance of 568 feet to the centerline of Country Club Avenue; the East along the centerline of County Club Avenue, a distance of 100 feet; thence North 01 Degree East, a distance of 175 feet; thence North 32 Degrees West, a distance of 70 feet; thence North 02 Degrees 20 Minutes East, a distance of 518 feet; thence North 40 Degrees East, a distance of 30 feet; thence North 00 Degrees 30 Minutes East, a distance of 329 feet; thence South 89 Degrees East, a distance of 668 feet; thence North 00 Degrees 30 Minutes East, a distance of 547 feet to the centerline of Oakwood Avenue; thence East along the centerline of Oakwood Avenue, 264 feet; thence North 00 Degrees 50 Minutes East, a distance of 630 feet; thence South 89 Degrees East, a distance of 525 feet to the centerline of Old Blue Spring Road; thence North along the centerline of Old Blue Spring Road, a distance of 284 feet; thence South 89 Degrees East, a distance of 201 feet; thence North 01 Degree 20 Minutes East, a distance of 1529 feet; thence North 88 Degrees West, a distance of 231 feet to the centerline of Blue Spring Road; thence North along the centerline of Blue Spring Road, a distance of 776 feet to the centerline of Max Luther Drive; thence East along the centerline of Max Luther Drive, a distance of 202 feet; thence North 01 Degree East, a distance of 2210 feet; thence South 88 Degrees East, a distance of 810 feet; thence North 02 Degrees 20 Minutes East, a distance of 629 feet; thence South 87 Degrees 50 Minutes East, a distance of 422 feet; thence North 02 Degrees East, a distance of 20 feet; thence South 89 Degrees 10 Minutes East, a distance of 864 feet; thence North 18 Degrees 40 Minutes East, a distance of 1004 feet; thence North 01 Degree 35 Minutes East, a distance of 885 feet back to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING TWO TRACTS OF LAND FROM THE ABOVE DESCRIPTION:

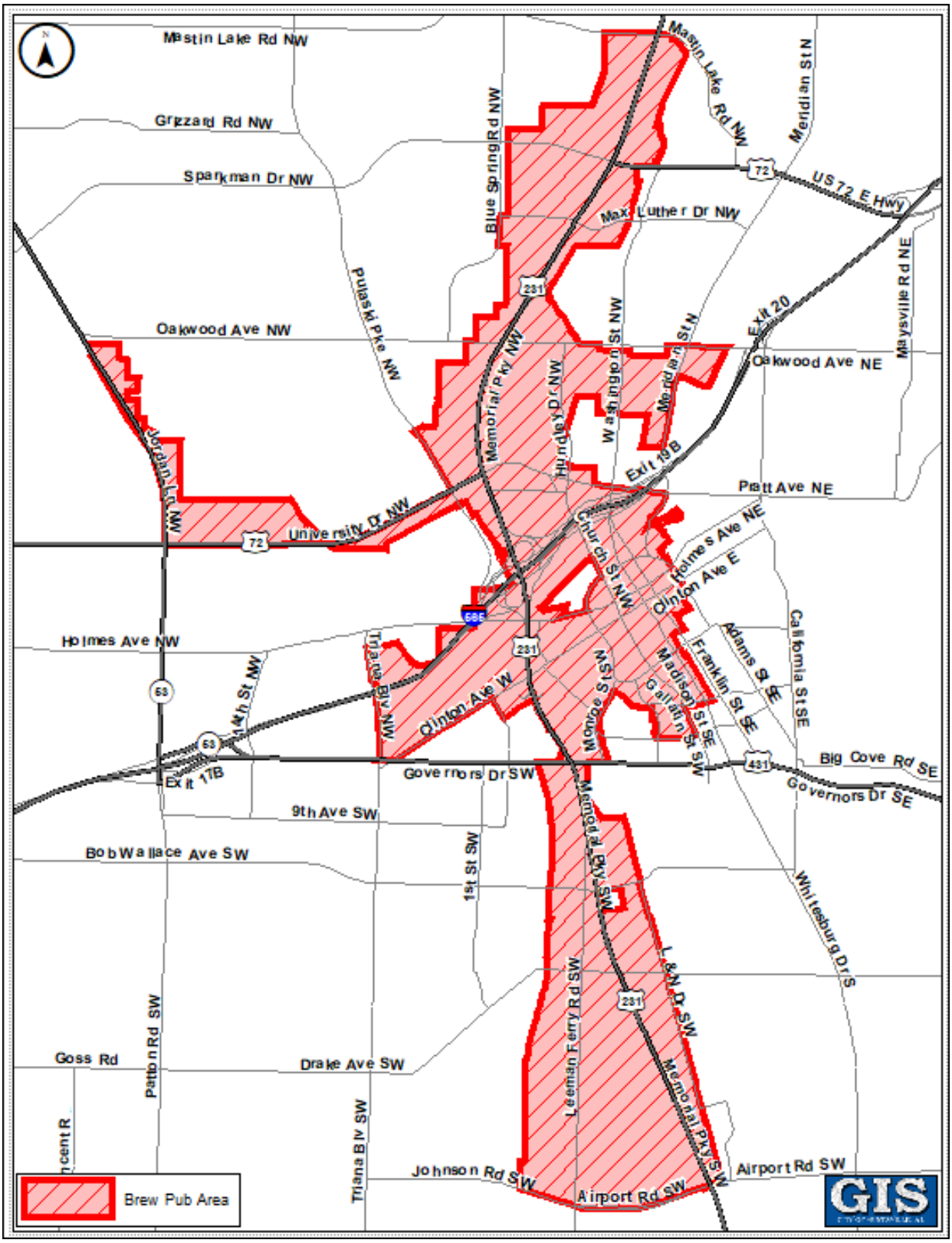
All that part of Sections 35 and 36, Township 03 South, Range 01 West of the Huntsville Meridian in the City of Huntsville, Madison County, Alabama; more particularly described as beginning at the intersection of the centerlines of Monroe Street and Holmes Avenue; thence from the Point of Beginning, Southwesterly

along the centerline of Holmes Avenue, a distance of 681 feet to a point located at the intersection of Holmes Avenue and Dallas Avenue; thence in a Northeasterly direction and along the centerline of Dallas Avenue, a distance of 320 feet; thence South 77 Degrees 50 Minutes West, a distance of 558 feet; thence in a Northwesterly direction, a distance of 116 feet to a point located in the centerline of the Norfolk Southern Railroad; thence in a Northeasterly direction along said centerline of the Norfolk Southern Railroad, a distance of 1829 feet to the intersection of the Norfolk Southern Railroad and Church Street; thence in a Southeasterly direction along the centerline of Church Street, a distance of 567 feet to the intersection of Church Street and Monroe Street; thence in a Southwesterly direction along the centerline of Monroe Street, a distance of 1040 feet back to the Point of Beginning and containing 23.40 acres, more or less.

ALSO,

All that part of Section 12, Township 04 South, Range 01 West of the Huntsville Meridian, Madison County, Alabama; more particularly described as beginning at the intersection of the South right-of-way of Bob Wallace Avenue and the East right-of-way of Memorial Parkway; thence in a Northeasterly direction and along the South right-of-way of Bob Wallace Avenue, a distance of 484 feet; thence South 09 Degrees East, a distance of 495 feet; thence South 80 Degrees 50 Minutes West, a distance of 490 feet to a point located on the East right-of-way of Memorial Parkway; thence in a Northerly direction and along the East right-of-way of Memorial Parkway, a distance of 484 feet back to the Point of Beginning and containing 5.47 acres, more or less.

CONTAINING IN THE AGGREGATE 2672.67 ACRES, MORE OR LESS.


Mastin Lake Rd NW
Grizzard Rd NW
Sparkman Dr NW
Oakwood Ave NW
Jordan Ln NW
University Dr NW
Holmes Ave NW
14th St NW
Goss Rd
Patton Rd SW
Drake Ave SW
Bob Wallace Ave SW
9th Ave SW
Governors Dr SW
Exit 17B
Tijuana Blv NW
Clinton Ave W
Johnson Rd SW
Airport Rd SW
Tijuana Blv SW
1st St SW
Monroe St SW
Madison St SE
Gallatin St SW
Memorial Pky SW
Leeman Ferry Rd SW
L & N Dr SW
Whitesburg Dr S
Big Cove Rd SE
Governors Dr SE
Adams St SE
Franklin St SE
California St SE
Clinton Ave E
Holmes Ave NE
Church St NW
Memorial Pky NW
Hundley Dr NW
Washington St NW
Meridian St N
Blue Spring Rd NW
Pulaski Pke NW
Max Luther Dr NW
Mastin Lake Rd NW
Meridian St N
US 72 E Hwy
Exit 19B
Exit 20
Pratt Ave NE
Oakwood Ave NE
Maysville Rd NE
Brew Pub Area
GIS

Section 3. Amend Zoning Ordinance ARTICLE 92 - BOARD OF ADJUSTMENT, Section 92.5.3 - Permitted Uses as Special Exceptions, by adding new subsection 92.5.3(39) to read as follows:

92.5.3(39) Brewpubs (within brewpub areas), (with or without entertainment) shall be permitted as a Special Exception in General Business C-3, Highway Business C-4, Commercial Recreation C-5, Light Industry, and Heavy Industry districts.

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

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama

Brew Pub Areas

Brew Pub Areas

Status

- Existing
- Proposed

CITY OF HUNTSVILLE, AL

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0288

Department: City Attorney

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

Resolution to set a public hearing on the vacation of a portion of a right-of-way along Davis Circle; and, introduction of a Resolution consenting to and introduction of an Ordinance vacating the right-of-way pertaining to the same. (Set May 12, 2022, Regular Council Meeting)

Resolution No.

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Vacating a small portion of a right-of-way along Davis Circle, the site of the former Scruggs Community Center, for CityCentre building project.

Department: City Attorney

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

Resolution to set a public hearing on the vacation of a portion of a right-of-way along Davis Circle; and, introduction of a Resolution consenting to and introduction of an Ordinance vacating the right-of-way pertaining to the same. (Set May 12, 2022, Regular Council Meeting)

Resolution No.

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Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Vacating a small portion of a right-of-way along Davis Circle, the site of the former Scruggs Community Center, for CityCentre building project.

RESOLUTION NO. 22-_____

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

1. That **CITYCENTRE III, LLC**, is the sole landowner abutting the property hereinafter described, submitted an application for the vacation of Right-of-way being and lying in Madison County, and being more particularly described as follows (the "Right-of-way" or the "Property"):

SEE EXHIBIT "A" - "PETITION TO VACATE OF RIGHT-OF-WAY," EXHIBIT "B" – "DECLARATION OF VACATION OF RIGHT-OF-WAY" and EXHIBIT "C" – "PUBLIC HEARING NOTICE"

2. That a public hearing shall be held for purpose of allowing public comments on the proposed vacation of said Right-of-way at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, May 12, 2022; and

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

4. That the Clerk-Treasurer is hereby ordered to have public hearing notice contained in Exhibit "C" attached hereto ("Public Notice"), immediately published in *The Huntsville Times* for four consecutive weeks, with said notice to run beginning on April 17, April 24, May 1 and May 8, 2022.

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

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

EXHIBIT A

STATE OF ALABAMA)

COUNTY OF MADISON)

PETITION FOR APPROVAL OF AND ASSENT TO
VACATION OF STREETS OR ALLEY

THIS PETITION FOR APPROVAL OF AND ASSENT TO VACATION OF STREET OR ALLEY (the "Petition") is made as of this ___ day of January, 2022, by CITYCENTRE III, LLC, an Alabama limited liability company ("Owner") to the CITY OF HUNTSVILLE, ALABAMA a municipal corporation within the State of Alabama ("City").

W I T N E S S E T H:

WHEREAS Owner is the owner of all of the real property abutting a portion of Davis Circle, more particularly described on Exhibit "A", attached hereto , and as graphically depicted on Exhibit "B", attached hereto (the "Right of Way"), which is situated and lying and being within the corporate limits of the City; and

WHEREAS, the Owner desires to vacate the Right of Way; and

WHEREAS, adequate, convenient and reasonable means of ingress and egress are available to the Owner and other owners of real properties within the general vicinity of the Right of Way by virtue of remaining streets and alleys within the City; and

WHEREAS, heretofore, the Right of Way was acquired by, and dedicated to, the City and the public by virtue of prescription, public user or otherwise; and

WHEREAS, Owner has executed a Declaration of Vacation of even date herewith vacating the Right of Way subject to approval of and assent to, and vacation by, the City Council of the City.

NOW, THEREFORE, pursuant to Sections 23-4-2, 23-4-5, 23-4-20 and 35-2-54 of the Alabama Code of 1975, and other applicable law, all as last amended, Owner, as the owner of all real property abutting the Right of Way, does hereby petition the City Council of the City for approval of and assent to vacation of the Right of Way.

As grounds for the relief sought, Owner petitions, represents and shows unto the City Council of the City as follows:

1. That the Right of Way is more particularly described on Exhibit "A", attached hereto.

2. That, to the best of Owner's actual knowledge:

   a. There are no other owners of lots or parcels of land abutting the Right of Way which will be cut off from access thereby over some other reasonable and convenient way;

   b. It is in the interest of the public that the Right of Way be vacated;

c. The Right of Way is no longer needed for public or municipal purposes;

d. The retention of the Right of Way will not benefit the City or the public;

e. Vacation of the Right of Way will not deprive other property owners of such right as they may have to adequate, convenient, and reasonable means of ingress and egress to and from their respective real properties, which such right is afforded by remaining streets and alleys within the City; and

f. No owner of real property served by the Right of Way objects to the vacation of the same.

WHEREFORE, the premises considered, Owner respectfully petitions and requests that the City Council of the City give such notices, set and conduct such public hearings, adopt such resolutions and ordinances, and take such other actions, all as are necessary to approve of and assent to vacation of, and to vacate, the Right of Way as required by applicable law.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has caused this Petition to be executed as of the date first above written.

CITYCENTRE III, LLC, an Alabama limited liability company

By: CityCentre III Manager, Inc., an Alabama corporation
Its: Manager

By: _____
Maximilian J. Grelier III
Its: President

STATE OF Alabama)
)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certifies that **Maximilian J. Grelier III**, whose name as President of CityCentre III Manager, Inc., an Alabama corporation, in its capacity as the Manager of CITYCENTRE III, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN UNDER MY HAND and official seal on this the 24 day of January, 2022.

Betty R Haynes
Notary Public

My Commission Expires:

BETTY R. HAYNES
My Commission Expires
March 19, 2023

[SEAL]

BETTY R. HAYNES MY COMMISSION EXPIRES MARCH 19, 2023 NOTARY PUBLIC STATE OF ALABAMA

Exhibit "A"

Legal Description of Right of Way

ROW TO BE VACATED WITH EASEMENT RESERVATION – PORTION OF DAVIS CIRCLE

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING LOCATED WITHIN THE CITY OF HUNTSVILLE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, CITY CENTRE PHASE TWO AS RECORDED IN DOC. NO. 2019-00010161 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND HAVING ALABAMA STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1537734.25, EAST: 429284.27; THENCE RUN SOUTH 28°39'32" WEST FOR A DISTANCE OF 317.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF DAVIS CIRCLE AND THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, RUN SOUTH 28°39'32" WEST FOR A DISTANCE OF 28.96 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET, ARC LENGTH OF 35.84 FEET, DELTA OF 4°19'24", AND A CHORD BEARING AND DISTANCE OF SOUTH 84°05'42" WEST 35.83 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF DAVIS CIRCLE; THENCE RUN ALONG SAID NORTH RIGHT-OF-WAY OF DAVIS CIRCLE AND BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 50.03 FEET, ARC LENGTH OF 61.19 FEET, DELTA OF 70°04'18", AND A CHORD BEARING AND DISTANCE OF NORTH 59°34'09" EAST 57.44 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 0.02 ACRES (789 SQ. FT.) MORE OR LESS.

BUT RESERVING IN FAVOR OF THE CITY OF HUNTSVILLE A PUBLIC UTILITY AND DRAINAGE EASEMENT OVER, ACROSS AND UNDER THE REAL PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING LOCATED WITHIN THE CITY OF HUNTSVILLE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Exhibit "B"

Graphical Depiction of Vacated Portion of Davis Circle

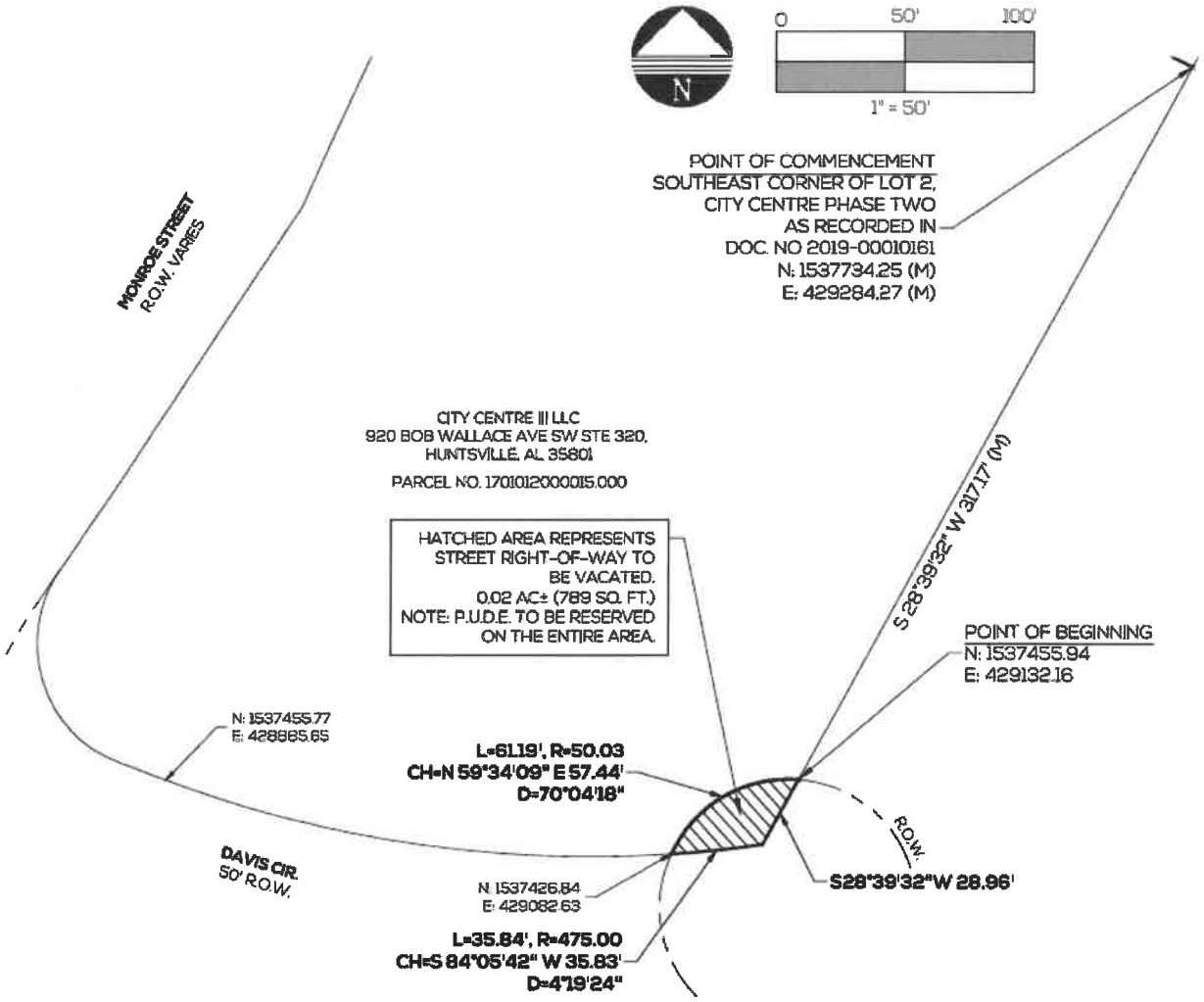

EXHIBIT B

STATE OF ALABAMA)

COUNTY OF MADISON)

DECLARATION OF VACATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned CITYCENTRE III, LLC, an Alabama limited liability company ("Owner") desiring to vacate that certain right-of-way hereinafter described, says as follows:

1. That Owner is the owner of all the land abutting the hereinafter described right-of-way.

2. That convenient and reasonable means of ingress and egress are available to the owners of the surrounding property.

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

4. That Owner, by this instrument, declares its intent to vacate the said right-of-way, hereinafter described.

5. That it may be necessary for City to retain an easement for utilities and drainage over the real estate described below.

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

See Exhibit "A" and Exhibit "B", attached hereto

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned owner of all property abutting said right-of-way hereinabove described, has caused this instrument to be executed on this ____ day of January, 2022.

CITYCENTRE III, LLC, an Alabama limited liability company

By: CityCentre III Manager, Inc., an Alabama corporation
Its: Manager

By: _____
Maximilian J. Grelier III
Its: President

STATE OF Alabama)
)
COUNTY OF Madison)

I, the undersigned, a Notary Public in and for said County in said State, hereby certifies that **Maximilian J. Grelier III**, whose name as President of CityCentre III Manager, Inc., an Alabama corporation, in its capacity as the Manager of CITYCENTRE III, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN UNDER MY HAND and official seal on this the 24 day of January, 2022.

Betty R. Haynes
Notary Public

My Commission Expires:

BETTY R. HAYNES
My Commission Expires
March 19, 2023

[SEAL]

BETTY R. HAYNES
MY COMMISSION EXPIRES
MARCH 19, 2023
NOTARY PUBLIC
STATE OF ALABAMA

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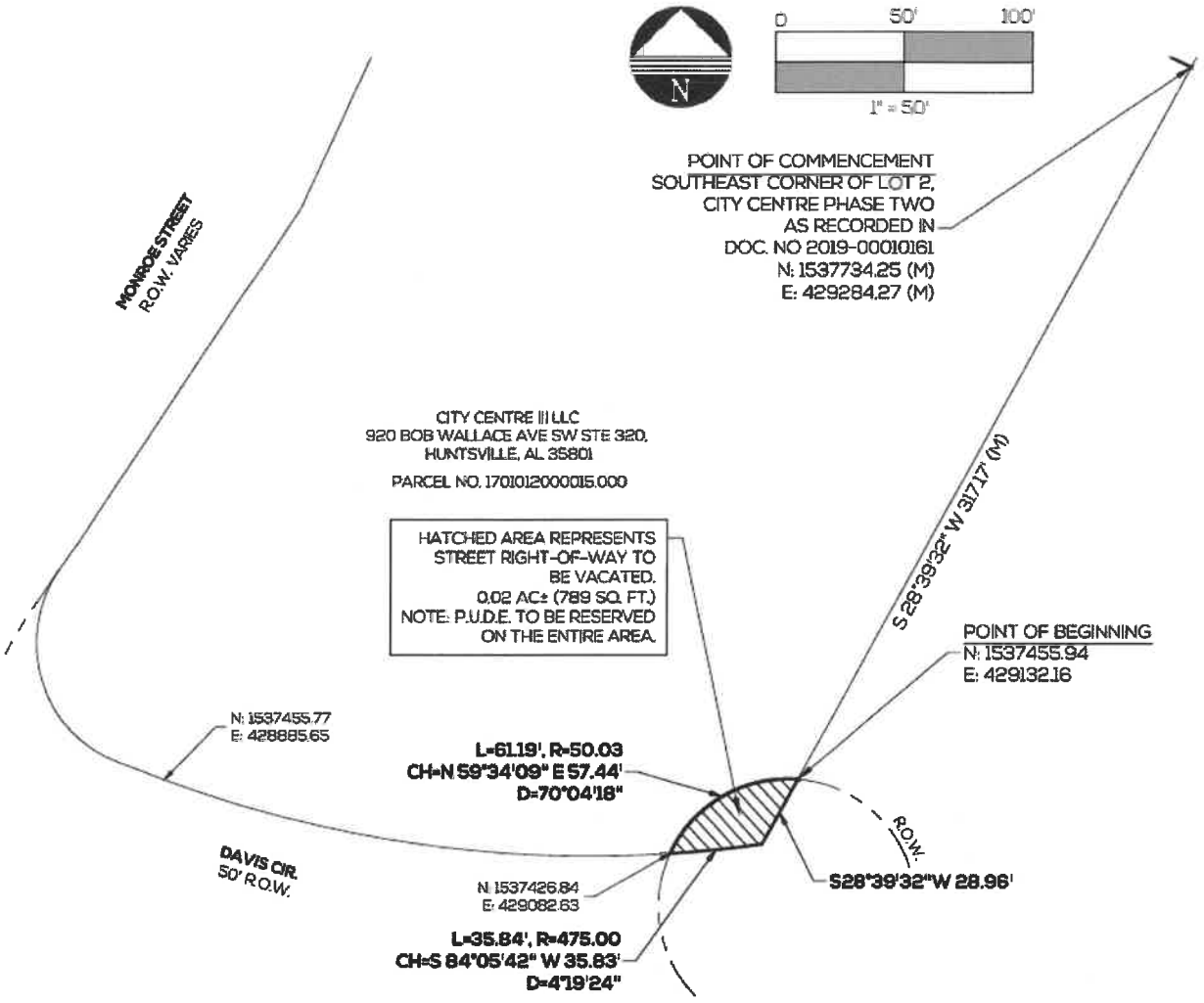

EXHIBIT C

(Public Hearing Notice to be Published)

In accordance with Section 23-4-1 et seq. of the Code of Alabama, 1975, as amended, you are hereby notified of a public hearing to be held at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, May 12, 2022.

The purpose of the hearing is to receive public comments on an application submitted by the City of Huntsville for the vacation of Right-of-way along Davis Circle which is more particularly described as follows:

STATE OF ALABAMA
MADISON COUNTY

ROW TO BE VACATED WITH EASEMENT RESERVATION – PORTION OF DAVIS CIRCLE

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This notice is being sent by United States mail at least 30 days prior to the scheduled hearing to all abutting owners, if any, and to all entities know to have facilities or equipment within the public Right-of-way of the street to be vacated, as their names and addresses appear on roll in the Madison County Revenue Commissioner's office or Madison County Tax Assessor's office, and shall be posted at the Madison County Courthouse and at Huntsville City Hall. Any citizen alleging to be affected by the proposed vacation may submit a written objection to the City Council or may request an opportunity to be heard at the public hearing held as required by law, any such objection or request may be directed to: Attn: Thomas Nunez, City Planning Department, 308 Fountain Circle, 2nd Floor, Huntsville, Alabama 35801 or thomas.nunez@huntsvilleal.gov.

RESOLUTION NO. 22-_____

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

1. That the CITYCENTRE III, LLC, is the sole landowner abutting the property hereinafter described, made application for the vacation of a portion of that certain Right-of-Way more particularly described as follows (the "Right-of-Way" or the "Property"):

See Exhibit "A" attached hereto and incorporated herein.

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

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

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

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

6. That notice of this resolution shall be published in *The Huntsville Times* no later than fourteen (14) days from the date hereof.

NOW THEREFORE, be it resolved by the City Council of the City of Huntsville that they do hereby assent to the said vacation of the herein described portion of Right-of-Way and that the above described Property be and the same is hereby vacated and annulled and all public rights therein divested of the Property, with the City of Huntsville retaining a public utility and drainage Easements over, across and under subject property.

ADOPTED this the 12th day of May, 2022.

President of the City Council
City of Huntsville, Alabama

APPROVED this the 12th day of May, 2022.

TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

EXHIBIT A

ROW TO BE VACATED WITH EASEMENT RESERVATION – PORTION OF DAVIS CIRCLE

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ORDINANCE NO. 22-_____

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

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

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

(Space Above Line for Use by Recording Office)

THIS INSTRUMENT PREPARED BY:
W. Graham Burgess
LANIER FORD SHAVER & PAYNE P.C.
2101 West Clinton Ave., Ste. 102
Huntsville, Alabama 35805
(256) 535-1100

STATE OF ALABAMA)

COUNTY OF MADISON)

QUITCLAIM DEED FOR VACATION OF RIGHT OF WAY WITH RESERVATION OF EASEMENT

THIS INDENTURE made and entered into on this __th day of May, 2022 by and between, **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation (**"Grantor"**) and **CITYCENTRE III, LLC**, an Alabama limited liability company (**"Grantee"**).

WITNESSETH: That the Grantor, for and in consideration of Ten Dollars ($10.00) in hand paid by Grantee, and other good and valuable consideration, 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, but reserving in favor of Grantor a public utility and drainage easement over, across, and under the same, to-wit:

See Exhibit "A", attached hereto

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, subject to the easements reserved therein.

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

Grantor's Address:	308 Fountain Circle, P.O. Box 308, Huntsville, Alabama 35801
Grantee's Address:	920 Bob Wallace Avenue, Suite 320, Huntsville, Alabama 35801
Property Address:	N/A
Tax Parcel Id No(s).:	N/A
Purchase Price:	N/A

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this quitclaim to be signed on its behalf by its Mayor and attested by its Clerk-Treasurer, this the ____ day of May, 2022.

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By:_____
Tommy Battle, Mayor

ATTEST:

By:_____
Kenneth Benion
Clerk-Treasurer

STATE OF ALABAMA)

COUNTY OF MADISON)

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

GIVEN under my hand and official seal this the ____day of May, 2022.

_____
NOTARY PUBLIC
My commission expires: _____

THIS INSTRUMENT WAS PREPARED SOLELY FROM INFORMATION PROVIDED TO THE PREPARER OF THIS INSTRUMENT WHO CONDUCTED NO TITLE EXAMINATION AND ISSUED NO TITLE OPINION OR TITLE INSURANCE.

Exhibit "A"

ROW TO BE VACATED WITH EASEMENT RESERVATION – PORTION OF DAVIS CIRCLE

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING LOCATED WITHIN THE CITY OF HUNTSVILLE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, CITY CENTRE PHASE TWO AS RECORDED IN DOC. NO. 2019-00010161 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND HAVING ALABAMA STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1537734.25, EAST: 429284.27; THENCE RUN SOUTH 28°39'32" WEST FOR A DISTANCE OF 317.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF DAVIS CIRCLE AND THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, RUN SOUTH 28°39'32" WEST FOR A DISTANCE OF 28.96 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET, ARC LENGTH OF 35.84 FEET, DELTA OF 4°19'24", AND A CHORD BEARING AND DISTANCE OF SOUTH 84°05'42" WEST 35.83 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF DAVIS CIRCLE; THENCE RUN ALONG SAID NORTH RIGHT-OF-WAY OF DAVIS CIRCLE AND BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 50.03 FEET, ARC LENGTH OF 61.19 FEET, DELTA OF 70°04'18", AND A CHORD BEARING AND DISTANCE OF NORTH 59°34'09" EAST 57.44 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 0.02 ACRES (789 SQ. FT.) MORE OR LESS.

BUT RESERVING IN FAVOR OF THE CITY OF HUNTSVILLE A PUBLIC UTILITY AND DRAINAGE EASEMENT OVER, ACROSS AND UNDER THE REAL PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING LOCATED WITHIN THE CITY OF HUNTSVILLE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, CITY CENTRE PHASE TWO AS RECORDED IN DOC. NO. 2019-00010161 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND HAVING ALABAMA STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1537734.25, EAST: 429284.27; THENCE RUN SOUTH 28°39'32" WEST FOR A DISTANCE OF 317.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF DAVIS CIRCLE AND THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, RUN SOUTH 28°39'32" WEST FOR A DISTANCE OF 28.96 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET, ARC LENGTH OF 35.84 FEET, DELTA OF 4°19'24", AND A CHORD BEARING AND DISTANCE OF SOUTH 84°05'42" WEST 35.83 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF DAVIS CIRCLE; THENCE RUN ALONG SAID NORTH RIGHT-OF-WAY OF DAVIS CIRCLE AND BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 50.03 FEET, ARC LENGTH OF 61.19 FEET, DELTA OF 70°04'18", AND A CHORD BEARING AND DISTANCE OF NORTH 59°34'09" EAST 57.44 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 0.02 ACRES (789 SQ. FT.) MORE OR LESS.

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 26th day of May, 2022.

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

APPROVED this the 26th day of May, 2020.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0289

Department: Finance Committee

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

Resolution authorizing expenditures for payment.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Total Expenditures: $22,254,058.96

RESOLUTION NO. 22 - _____

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

$22,254,058.96

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

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

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

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

_____
Finance Committee Chairman

FROM 3/12/22 through 3/25/22 **CITY COUNCIL MEETING** **04/14/22**

FUND ACCOUNT	FUND NAME		AMOUNT
1000	GENERAL FUND	$	8,444,568.29
1005	HEALTH & LIFE BENEFITS	$	(667,342.36)
1010	GENERAL RESTRICTED DONATIONS	$	4,749.18
2000	PUBLIC TRANSIT	$	235,865.95
2001	PUBLIC TRANSIT STATION GRANT	$	113,867.05
2100	COMMUNITY DEV BLOCK GRANT	$	63,595.55
2101	COMMUNITY DEV HOUSING	$	156,759.14
2200	COMMUNITY DEV HOUSING	$	13,174.67
3020	1990 CAPITAL IMPROVEMENTS	$	1,926,875.32
3030	1990 SCHOOL SUPPORT	$	2,413,556.58
3040	LODGING & LIQUOR TAXES	$	-
3050	1% LODGING TAX 2003	$	-
3060	1% LODGING TAX 2013	$	129,325.47
3080	2014 CAPITAL IMPROVEMENTS	$	2,744,142.08
3205	TIF 5	$	-
3206	TIF 6	$	-
3207	TIF 7	$	-
3300	4 & 5 CENT STATE GASOLINE TAX	$	-
3310	7 CENT STATE GASOLINE TAX	$	-
3430	STAC SEIZURE-CIR COURT	$	854.90
3435	STAC SEIZURE-FED COURT	$	20,925.00
3700	CUMMINGS RESEARCH PARK	$	13,100.00
3900	EMERGENCY MANAGEMENT AGENCY	$	50,631.60

3910	ALABAMA CONSTITUTION VILLAGE	$	41,557.49
3930	BURRITT MEMORIAL COMMITTEE	$	43,136.58
3950	PBA - DEBT SERVICE	$	-
4009	2020 REFUND WARRANTS	$	-
4010	2020E TIF WARRANTS	$	-
4011	PBA AMPHITHEATER	$	4,634,228.26
4012	2021 FUTURE PROJECT BORROW	$	-
4013	2022 FUTURE PROJECT BORROW2	$	13,880.00
4014	VBC - CAPITAL PROJECTS	$	-
4015	PBA - NEW CITY HALL	$	-
4016	2022 VBC DEBT BORROW	$	-
5000	DEBT SERVICE	$	-
6000	WATER POLLUTION CONTROL	$	969,046.79
6010	WPC CMOM RESERVE	$	17,424.50
6020	WPC R&R RESERVE	$	58,862.91
6030	WPC ECONOMIC DEVELOPMENT	$	116,787.50
6040	WPC 2005 ECONOMIC DEVELOPMENT	$	85,383.61
6200	SANITATION	$	674,714.01
6500	PBA - AMPHITHEATER	$	-
7000	POST-RETIREMENT BENEFITS TRUST	$	(41,424.94)
7100	EMPLOYEE FLEXIBLE BENEFIT PLAN	$	(24,186.17)
	TOTAL	**$**	**22,254,058.96**

Vendor Expense Report

03/12/2022 through 03/25/2022

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Effective Date	Amount
1000	A-1 GLASS & AUTO LLC	1000-15-15100-513030-00000000-	2521	COM TX 030722/2521	73045	03/15/2022	50.00
		1000-15-15100-513030-00000000-	I006937	COM TX 030922/I006937	73045	03/15/2022	80.00
		1000-15-15100-513030-00000000-	I006937	COM TX 030922/I006937	73045	03/15/2022	145.00
		1000-15-15100-513030-00000000-	I004000	COM TX 032122/I004000	73274	03/23/2022	85.00
		1000-15-15100-513030-00000000-	I004000	COM TX 032122/I004000	73274	03/23/2022	145.00
		1000-15-15100-513030-00000000-	I004005	COM TX 032122/I004005	73274	03/23/2022	85.00
		1000-15-15100-513030-00000000-	I004005	COM TX 032122/I004005	73274	03/23/2022	145.00
		1000-15-15100-513030-00000000-	I006976	COM TX 032122/I006976	73274	03/23/2022	65.00
		1000-15-15100-513030-00000000-	I006976	COM TX 032122/I006976	73274	03/23/2022	145.00
		1000-15-15100-513030-00000000-	I006999	COM TX 032122/I006999	73274	03/23/2022	145.00
		1000-15-15100-513030-00000000-	I006999	COM TX 032122/I006999	73274	03/23/2022	185.00
		1000-15-15100-513030-00000000-	I006999	COM TX 032122/I006999	73274	03/23/2022	200.00
		Total Paid by Vendor					**1,475.00**
	AAET LLC	1000-17-17100-515250-00000000-	3471	SOLE SOURCE ITS APC UNIT LOCATED AT 815 WHEELER AV	72907	03/15/2022	3,900.00
		Total Paid by Vendor					**3,900.00**
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-00-00000-210180-00000000-	258254	Payroll Run 1 - Warrant 220320	73256	03/25/2022	21,927.45
		Total Paid by Vendor					**21,927.45**
	ALABAMA DEPARTMENT OF REVENUE	1000-00-00000-210180-00000000-	258256	Payroll Run 1 - Warrant 220320	73257	03/25/2022	376.60
		1000-14-14100-515700-00000000-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	8,329.71
		1000-70-70200-515700-00000000-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	6.32
		1000-53-53200-515700-PK1010XX-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	1.58
		1000-53-53200-515700-PK1020XX-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	109.74
		1000-53-53200-515700-PK1030XX-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	0.39
		1000-53-53200-515700-PK1040XX-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	102.03
		1000-53-53200-515700-PK1060XX-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	64.38
		1000-53-53200-515700-PK1051XX-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	131.21
		1000-53-53200-515700-PK1055XX-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	8.05
		1000-53-53200-515700-PK1057XX-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	1.18
		Total Paid by Vendor					**9,131.19**
	ALABAMA FLAG & BANNER	1000-14-14300-513010-00000000-	336214	2022 BLANKET PO FLAGS-SUPPLIES-REPAIRS	72911	03/14/2022	36.90
		1000-14-14300-513010-00000000-	336203	2022 BLANKET PO FLAGS-SUPPLIES-REPAIRS	72911	03/14/2022	434.50
		1000-14-14300-513010-00000000-	336153	2022 BLANKET PO FLAGS-SUPPLIES-REPAIRS	72911	03/14/2022	1,029.00
		1000-14-14300-513010-00000000-	336237	2022 BLANKET PO FLAGS-SUPPLIES-REPAIRS	73048	03/15/2022	287.50
		1000-14-14300-513010-00000000-	336154	2022 BLANKET PO FLAGS-SUPPLIES-REPAIRS	73048	03/15/2022	195.00
		1000-14-14300-513010-00000000-	336113	2022 BLANKET PO FLAGS-SUPPLIES-REPAIRS	73048	03/15/2022	403.00
		1000-14-14300-513010-00000000-	336228	2022 BLANKET PO FLAGS-SUPPLIES-REPAIRS	73048	03/16/2022	74.50
		Total Paid by Vendor					**2,460.40**
	ALABAMA LAW ENFORCEMENT AGENCY	1000-00-00000-210180-00000000-	258249	Payroll Run 1 - Warrant 220320	73258	03/25/2022	389.47
		Total Paid by Vendor					**389.47**
	ALABAMA LAWN MASTERS INC	1000-52-52100-515370-00000000-	129071	LAWN MAINTENANCE (BLANKET)	73049	03/15/2022	1,246.00
		1000-52-52100-515370-00000000-	129275	LAWN MAINTENANCE (BLANKET)	73049	03/15/2022	170.00
		1000-52-52100-515370-00000000-	128990	LAWN MAINTENANCE (BLANKET)	73049	03/15/2022	486.00
		1000-52-52100-515370-00000000-	129014	LAWN MAINTENANCE (BLANKET)	73049	03/15/2022	250.00
		1000-52-52100-515370-00000000-	129072	LAWN MAINTENANCE (BLANKET)	73049	03/15/2022	265.00
		1000-52-52100-515370-00000000-	129073	LAWN MAINTENANCE (BLANKET)	73049	03/15/2022	485.00
		Total Paid by Vendor					**2,902.00**
	ALABAMA LINE LOCATION CENTER INC.	1000-75-75100-515370-00000000-	0222035	MONTHLY PARTICIPATION ***BLANKET PO***	72914	03/15/2022	2,573.77
		Total Paid by Vendor					**2,573.77**
	ALAMEX TRANSLATION SERVICES	1000-43-00000-515370-00000000-	21725	TRANSL. SERV. C. LOPEZ-CS#1116558-11165388	72915	03/15/2022	75.00
		1000-43-00000-515370-00000000-	21775	INTER. SERVC. NO SHOW (NO SPANISH CLIENTS)	73156	03/17/2022	60.00
		Total Paid by Vendor					**135.00**
	ALBERTVILLE MULCH COMPANY LLC	1000-52-52600-513010-00000000-	9142	PINE BARK FOR PARKS - NORTH MAINT	73157	03/21/2022	1,400.00
		1000-52-52600-513010-00000000-	7522	PINE BARK FOR PARKS - NORTH MAINT	73276	03/23/2022	1,400.00
		Total Paid by Vendor					**2,800.00**
	ALL SHARPE INC	1000-15-15100-513030-00000000-	40275	COM TX 030722/40275	73050	03/15/2022	80.00
		1000-15-15100-513030-00000000-	40276	COM TX 030722/40276	73050	03/15/2022	80.00
		1000-15-15100-513030-00000000-	40277	COM TX 030722/40277	73050	03/15/2022	80.00

	1000-70-70200-513030-00000000-	40278	COM TX 030722/40278	73050	03/15/2022	80.00
	1000-15-15100-513030-00000000-	40279	COM TX 030722/40279	73050	03/15/2022	80.00
	1000-15-15100-513030-00000000-	40283	COM TX 030922/40283	73050	03/15/2022	80.00
	1000-15-15100-513030-00000000-	40284	COM TX 030922/40284	73050	03/15/2022	80.00
	1000-15-15100-513030-00000000-	40289	COM TX 032122/40289	73277	03/23/2022	120.00
	1000-15-15100-513030-00000000-	40290	COM TX 032122/40290	73277	03/23/2022	80.00
	1000-15-15100-513030-00000000-	40293	COM TX 032122/40293	73277	03/23/2022	40.00
	Total Paid by Vendor					**800.00**
ALLGAS INC	1000-55-55400-514010-00000000-	2914964	FY22 PROPANE BLANKET	73158	03/17/2022	59.37
	1000-55-55400-514010-00000000-	2915078	FY22 PROPANE BLANKET	73158	03/17/2022	67.73
	Total Paid by Vendor					**127.10**
ALTEC INDUSTRIES INC	1000-15-15100-513030-00000000-	50838352	COM TX 031122/50838352	73051	03/16/2022	636.00
	1000-15-15100-513030-00000000-	50849043	COM TX 031122/50849043	73051	03/16/2022	1,380.00
	Total Paid by Vendor					**2,016.00**
AMCCMA	1000-43-00000-515370-00000000-	AMCCMA 2022	RENEWL MEMBERSHIP SIGNUP NEW MEMBERS 2022	72918	03/15/2022	2,000.00
	Total Paid by Vendor					**2,000.00**
AMERICAN BEDDING MFG INC	1000-42-42200-515130-00000000-	40580	MATTRESS COVERS	72919	03/14/2022	1,240.00
	Total Paid by Vendor					**1,240.00**
AMERICAN OVERHEAD DOOR INC	1000-14-14300-513010-00000000-	34557	2022 BLANKET OVERHEAD DOOR REPAIRS	72920	03/14/2022	110.00
	1000-14-14300-513010-00000000-	34556	2022 BLANKET OVERHEAD DOOR REPAIRS	72920	03/14/2022	195.00
	1000-14-14300-513010-00000000-	34589	2022 BLANKET OVERHEAD DOOR REPAIRS	73159	03/18/2022	1,326.00
	1000-14-14300-513010-00000000-	34571	2022 BLANKET OVERHEAD DOOR REPAIRS	73159	03/21/2022	170.00
	Total Paid by Vendor					**1,801.00**
AMERICAN RED CROSS & ITS CONSTITUENT CHAPTERS	1000-30-30100-515790-00000000-	22407349	AMERICAN RED CROSS TRAINING FOR DEPT. (BLANKET)	73001	03/14/2022	41.00
	1000-30-30100-515790-00000000-	22408480	AMERICAN RED CROSS TRAINING FOR DEPT. (BLANKET)	73229	03/17/2022	41.00
	Total Paid by Vendor					**82.00**
ANGELA LEE GARNER	1000-19-00000-515190-00000000-	CLAIM FY22-065	SETTLEMENT OF CLAIM FY22-065	73052	03/15/2022	503.50
	Total Paid by Vendor					**503.50**
APPROVED OPTICS	1000-17-17300-520200-00000000-	INV20221464	QUOTE SO63424 IT-NETWORK STOCK	73053	03/15/2022	1,560.47
	Total Paid by Vendor					**1,560.47**
ASPLUNDH TREE EXPERT LLC	1000-52-52200-515370-00000000-	54K43322	TREE PRUNING SERVICE (BLANKET)	73162	03/21/2022	4,641.03
	1000-52-52200-515370-00000000-	54H82422	TREE PRUNING SERVICE (BLANKET)	73162	03/21/2022	3,395.16
	1000-52-52200-515370-00000000-	54H82322	TREE PRUNING SERVICE (BLANKET)	73162	03/21/2022	4,080.32
	1000-52-52200-515370-00000000-	54H82222	TREE PRUNING SERVICE (BLANKET)	73162	03/21/2022	2,475.44
	1000-52-52200-515370-00000000-	55V76522	TREE PRUNING SERVICE (BLANKET)	73162	03/21/2022	4,403.07
	1000-52-52200-515370-00000000-	55V76322	TREE PRUNING SERVICE (BLANKET)	73162	03/21/2022	3,848.48
	1000-52-52200-515370-00000000-	55M64422	TREE PRUNING SERVICE (BLANKET)	73162	03/21/2022	201.60
	1000-52-52200-515370-00000000-	55M64322	TREE PRUNING SERVICE (BLANKET)	73162	03/21/2022	3,191.04
	1000-52-52200-515370-00000000-	55M64222	TREE PRUNING SERVICE (BLANKET)	73162	03/21/2022	4,697.20
	1000-52-52200-515370-00000000-	55M64122	TREE PRUNING SERVICE (BLANKET)	73162	03/21/2022	3,968.64
	1000-52-52200-515370-00000000-	54T25922	TREE PRUNING SERVICE (BLANKET)	73162	03/21/2022	4,080.32
	1000-52-52200-515370-00000000-	54T25822	TREE PRUNING SERVICE (BLANKET)	73162	03/21/2022	3,611.43
	1000-52-52200-515370-00000000-	55V76422	TREE PRUNING SERVICE (BLANKET)	73162	03/21/2022	3,736.80
	1000-52-52200-515370-00000000-	54T25722	TREE PRUNING SERVICE (BLANKET)	73162	03/21/2022	3,090.87
	1000-52-52200-515370-00000000-	54K43422	TREE PRUNING SERVICE (BLANKET)	73162	03/21/2022	3,806.58
	1000-52-52200-515370-00000000-	54K43222	TREE PRUNING SERVICE (BLANKET)	73278	03/22/2022	5,766.71
	Total Paid by Vendor					**58,994.69**
AT&T	1000-17-17100-515070-00000000-	2568814708 3/2/22	FY22 BLANKET PO ATT LEEMAN FERRY ELEVATOR PHONE	73163	03/18/2022	53.98
	Total Paid by Vendor					**53.98**
ATHENS UTILITIES	1000-14-14100-515700-00000000-	136-73293-00 022322	2022 BLANKET PO - ATHENS UTIL FOR FS #18	72924	03/14/2022	40.50
	1000-14-14100-515700-00000000-	136-69035-00 022222	2022 BLANKET PO - ATHENS UTIL FOR FS #18	72924	03/14/2022	6.03
	1000-14-14100-515700-00000000-	136-69030-01 022322	2022 BLANKET PO - ATHENS UTIL FOR FS #18	72924	03/14/2022	1,008.58
	Total Paid by Vendor					**1,055.11**
A-Z OFFICE RESOURCE INC	1000-41-41100-515340-00000000-	5395459-0	704 FIBER STREET NW-ZAC GOSHERT 256-427-7034	72906	03/15/2022	191.50
	1000-41-41305-515340-00000000-	5395459-0	704 FIBER STREET NW-ZAC GOSHERT 256-427-7034	72906	03/15/2022	85.36
	1000-41-41201-515340-00000000-	5395460-0	704 FIBER STREET NW-ZAC GOSHERT 256-427-7034	72906	03/15/2022	446.47
	1000-41-41100-515340-00000000-	5389215-1	704 FIBER STREET NW-ZAC GOSHERT 256-427-7034	73046	03/16/2022	40.90
	1000-41-41100-515340-00000000-	5394384-0	T DOYLE/704 FIBER ST/256-427-7130	73046	03/16/2022	67.98
	1000-41-41201-515340-00000000-	5396481-1	4014 N MEMORIAL PKWY NW-ZAC GOSHERT 256-427-7034	73153	03/17/2022	351.52
	1000-41-41201-515340-00000000-	5396481-0	4014 N MEMORIAL PKWY NW-ZAC GOSHERT 256-427-7034	73153	03/17/2022	144.01
	1000-18-00000-515340-00000000-	5396452-0	308 FOUNTAIN CIR. 6TH FLR. 2564275034	73153	03/17/2022	190.58
	1000-41-41204-515340-00000000-	5384515-0	2820 HOLMES AVENUE NW - T. DUNCAN 427-7174	73275	03/22/2022	911.33

	1000-71-71100-515340-00000000-	5394237-1	ODESSA 320 FOUNTAIN CIR 256-427-6853	73275	03/22/2022	17.92
	Total Paid by Vendor					**2,447.57**
BAGBY ELEVATOR COMPANY INC	1000-53-53200-513010-PK1020XX-	SCHED000000280806	BLANKET PO- REG SVC-ELVTR MNT 03/1/2022-9/30/2022	73054	03/16/2022	832.00
	1000-53-53200-513010-PK1030XX-	SCHED000000280805	BLANKET PO- REG SVC-ELVTR MNT 03/1/2022-9/30/2022	73054	03/16/2022	820.00
	1000-53-53200-513010-PK1040XX-	SCHED000000280804	BLANKET PO- REG SVC-ELVTR MNT 03/1/2022-9/30/2022	73054	03/16/2022	520.00
	Total Paid by Vendor					**2,172.00**
BAILEY COVE LLC	1000-14-14300-515460-00000000-	042022	2022 LEASE SOUTH PRECINCT	73165	03/17/2022	13,528.62
	Total Paid by Vendor					**13,528.62**
BONNIE J MACIORSKI	1000-43-00000-515370-00000000-	3915 1ST SESSION	INSTR. FOR D.D.C. AA25 FOR 3/15/22	73166	03/18/2022	120.00
	1000-43-00000-515370-00000000-	3917 1ST SESSION	INST FOR D.D.C. 8 HR 3/21/22 CLASS	PCard	03/24/2022	100.00
	Total Paid by Vendor					**220.00**
BOWMANS ENTERPRISES INC	1000-42-42100-515340-00000000-	4533	NOTARY SEALS	73280	03/22/2022	116.00
	Total Paid by Vendor					**116.00**
BRINDLEE MOUNTAIN FIRE APPARATUS LLC	1000-15-15100-513030-00000000-	00017174	COM TX 031122/00017174	73056	03/16/2022	417.50
	Total Paid by Vendor					**417.50**
BROOKS LOCK & KEY	1000-14-14300-513010-00000000-	10421A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	72927	03/14/2022	10.00
	1000-14-14300-513010-00000000-	10415A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	72927	03/14/2022	20.00
	1000-14-14300-513010-00000000-	10361A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	72927	03/14/2022	52.50
	1000-14-14300-513010-00000000-	10396A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	72927	03/14/2022	10.00
	1000-14-14300-513010-00000000-	10558A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	73282	03/23/2022	40.00
	1000-14-14300-513010-00000000-	10559A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	73282	03/23/2022	15.00
	1000-14-14300-513010-00000000-	10443A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	73282	03/23/2022	2.50
	1000-14-14300-513010-00000000-	10474A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	73282	03/23/2022	7.50
	1000-14-14300-513010-00000000-	10519A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	73282	03/23/2022	40.00
	1000-14-14300-513010-00000000-	10525A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	73282	03/23/2022	34.00
	1000-14-14300-513010-00000000-	10541A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	73282	03/23/2022	270.00
	Total Paid by Vendor					**501.50**
BSN SPORTS LLC	1000-30-30200-515340-00000000-	916123763	FITNESS EQUIPMENT FOR JLC SUMMER CAMP 2022	72928	03/14/2022	592.19
	1000-30-30600-515340-00000000-	916231998	LOCK NET CLIPS IN BULK-MERRIMACK SOCCER COMPLEX	72928	03/14/2022	467.34
	1000-30-30600-515340-00000000-	916216349	SANDBAG ANCHORS NEEDED TO SECURE SOCCER GOALS-MER	73057	03/16/2022	477.18
	1000-30-30600-515340-00000000-	916231975	REPLACEMENT OFFICIALS CORNER FLAGS-MERRIMACK SOCC	73057	03/16/2022	723.18
	1000-52-52300-515340-00000000-	916137274	BATTERS BOX TEMPLATE FOR SPORTS DIVISION	73169	03/17/2022	340.29
	Total Paid by Vendor					**2,600.18**
BUDDYS SMALL ENGINES INC	1000-52-52700-515340-00000000-	140746	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET)	73170	03/21/2022	201.69
	Total Paid by Vendor					**201.69**
BUILDING SPECIALTIES CO INC	1000-14-14300-513010-00000000-	71203734	2022 BLANKET SARGEANT LOCKSETS & KEYS	72930	03/14/2022	125.00
	Total Paid by Vendor					**125.00**
BUSINESS SYSTEMS AND CONSULTANTS INC	1000-41-41100-515340-00000000-	0011525	MICROFICHE FILM CARRIER FOR CID	73171	03/17/2022	3,145.00
	Total Paid by Vendor					**3,145.00**
C & J WELDING INC	1000-15-15100-513030-00000000-	100063	COM TX 031122/100063	73058	03/16/2022	210.00
	1000-55-55400-515340-00000000-	099746	FLAT BAR FOR MANHOLE COVERS FOR PWS MAINT	73172	03/17/2022	177.00
	Total Paid by Vendor					**387.00**
C SPIRE BUSINESS	1000-17-17100-515250-00000000-	C009371020	CALL RECORDING RENEWAL FOR AS AND PT 2022-23	73283	03/22/2022	680.96
	Total Paid by Vendor					**680.96**
CALIFORNIA STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	258250	Payroll Run 1 - Warrant 220320	73259	03/25/2022	92.30
	Total Paid by Vendor					**92.30**
CARE HERE LLC	1000-16-16300-518010-00000000-	178785	INV# 178785 MED STAFF, SUPP, MEDS FOR DISP. 01/22	73059	03/16/2022	60,665.91
	1000-16-16300-518020-00000000-	178785	INV# 178785 MED STAFF, SUPP, MEDS FOR DISP. 01/22	73059	03/16/2022	12,900.61
	1000-16-16300-518010-00000000-	180949	INV# 180949 MED STAFF, SUPP, MEDS FOR DISP 02/22	73059	03/16/2022	65,698.48
	1000-16-16300-518020-00000000-	180949	INV# 180949 MED STAFF, SUPP, MEDS FOR DISP 02/22	73059	03/16/2022	17,054.29
	1000-16-16300-518040-00000000-	179154	INV# 179154 EMPL & RETIREE PROG MANG FEES 03/22	73059	03/16/2022	37,835.00
	Total Paid by Vendor					**194,154.29**
CDW GOVERNMENT INC	1000-51-00000-515340-00000000-	S734588	PRINTER FOR ADMIN USE	72933	03/14/2022	(212.84)
	1000-17-17400-520200-00000000-	S921958	PUNCHOUT IT-STOCK SSD'S	73060	03/15/2022	1,476.50
	1000-17-17400-520200-00000000-	S955755	PUNCHOUT FOR WO #152012 IT-14200	73060	03/15/2022	65.45
	1000-17-17400-520200-00000000-	Q888485	PUNCHOUT FOR LM-T.IVEY/B.WALKER	73060	03/16/2022	768.10
	1000-17-17400-520300-00000000-	S985771	PUNCHOUT FOR COM. DEV USERS	73173	03/17/2022	817.86
	1000-17-17400-520300-00000000-	S819737	PUNCHOUT ADOBE STD. LICENSE	73173	03/18/2022	271.89
	1000-17-17300-520200-00000000-	T006234	PUNCHOUT ORDER IT-TECHNICIANS	73173	03/21/2022	111.83
	1000-17-17400-520200-00000000-	S613546	PUNCHOUT FOR LM-T.IVEY/B.WALKER	73173	03/21/2022	(384.05)
	1000-17-17400-520200-00000000-	S802294	PUNCHOUT FOR LM-T.IVEY/B.WALKER	73173	03/21/2022	(384.05)
	1000-17-17300-520200-00000000-	T409306	PUNCHOUT ORDER IT- FOR IT TECHS PER GENE UHL	73284	03/22/2022	116.88

	1000-17-17300-520200-00000000-	T331368	PUNCHOUT ORDER IT- FOR IT TECHS PER GENE UHL	73284	03/22/2022	169.65
	Total Paid by Vendor					**2,817.22**
CELLCO PARTNERSHIP	1000-17-17100-515070-00000000-	9900365635	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	73250	03/17/2022	30,711.55
	1000-17-17100-515070-00000000-	9900365636	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	73250	03/17/2022	2,188.03
	1000-17-17100-515070-00000000-	9900365637	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	73250	03/17/2022	200.05
	1000-17-17100-515070-00000000-	9900365638	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	73250	03/17/2022	12,440.38
	1000-17-17100-515070-00000000-	9901594699	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	73382	03/23/2022	623.68
	Total Paid by Vendor					**46,163.69**
CINTAS	1000-30-30200-515310-00000000-	4100700608	BLANKET-JANITORIAL SERVICES FOR CHALLENGER GYM	73061	03/16/2022	14.00
	1000-30-30200-515310-00000000-	4111593465	BLANKET-JANITORIAL SERVICES-CALVARY HILL R/C	73061	03/16/2022	30.37
	1000-15-15100-515340-00000000-	4107048538	3242 LEEMAN FERRY RD SW (BLANKET PO)	73061	03/17/2022	34.12
	1000-15-15100-515340-00000000-	4107741098	3242 LEEMAN FERRY RD SW (BLANKET PO)	73061	03/17/2022	34.12
	1000-15-15100-515340-00000000-	4108421831	3242 LEEMAN FERRY RD SW (BLANKET PO)	73061	03/17/2022	34.12
	1000-15-15100-515340-00000000-	4111979620	4203 E SCHRIMSHER LN (BLANKET PO)	73174	03/17/2022	251.77
	1000-15-15100-515340-00000000-	4112638436	4203 E SCHRIMSHER LN (BLANKET PO)	73174	03/17/2022	251.77
	1000-15-15100-515340-00000000-	4104454115	4203 E SCHRIMSHER LN (BLANKET PO)	73174	03/17/2022	251.77
	1000-15-15100-515340-00000000-	4109892444	4203 E SCHRIMSHER LN (BLANKET PO)	73174	03/17/2022	251.77
	1000-15-15100-515340-00000000-	4100382511	4203 E SCHRIMSHER LN (BLANKET PO)	73174	03/17/2022	251.77
	1000-15-15100-515340-00000000-	4111285616	4203 E SCHRIMSHER LN (BLANKET PO)	73174	03/17/2022	251.77
	1000-15-15100-515340-00000000-	4107158941	4203 E SCHRIMSHER LN (BLANKET PO)	73174	03/17/2022	251.77
	1000-15-15100-515340-00000000-	4109217980	4203 E SCHRIMSHER LN (BLANKET PO)	73174	03/17/2022	251.77
	1000-15-15100-515340-00000000-	4108527239	4203 E SCHRIMSHER LN (BLANKET PO)	73174	03/17/2022	251.77
	1000-15-15100-515340-00000000-	4110606504	4203 E SCHRIMSHER LN (BLANKET PO)	73174	03/17/2022	251.77
	1000-50-00000-515340-00000000-	4113085644	BLANKET LAUNDRY SERVICES	73174	03/17/2022	66.50
	1000-50-00000-515340-00000000-	4110606417	BLANKET LAUNDRY SERVICES	73174	03/17/2022	66.50
	1000-50-00000-515340-00000000-	4111042370	BLANKET LAUNDRY SERVICES	73174	03/17/2022	66.50
	1000-50-00000-515340-00000000-	4111285552	BLANKET LAUNDRY SERVICES	73174	03/17/2022	66.50
	1000-50-00000-515340-00000000-	4111979647	BLANKET LAUNDRY SERVICES	73174	03/17/2022	66.50
	1000-50-00000-515340-00000000-	4112412049	BLANKET LAUNDRY SERVICES	73174	03/17/2022	66.50
	1000-50-00000-515340-00000000-	4112638378	BLANKET LAUNDRY SERVICES	73174	03/17/2022	66.50
	1000-50-00000-515340-00000000-	4113337525	BLANKET LAUNDRY SERVICES	73174	03/17/2022	66.50
	1000-30-30200-515310-00000000-	4100703938	BLANKET-JANITORIAL SERVICES-CALVARY HILL R/C	73174	03/21/2022	30.37
	Total Paid by Vendor					**3,226.80**
CIRCUIT COURT OF LIMESTONE COUNTY AL	1000-00-00000-210180-00000000-	258266	Payroll Run 1 - Warrant 220320	73260	03/25/2022	440.43
	Total Paid by Vendor					**440.43**
CLAWA ENTERPRISE, INC.	1000-42-42100-515340-00000000-	243761	TRAINING MANIKINS	73062	03/16/2022	2,346.60
	Total Paid by Vendor					**2,346.60**
COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	258257	Payroll Run 1 - Warrant 220320	73261	03/25/2022	1,640.00
	Total Paid by Vendor					**1,640.00**
COMCAST OF ALABAMA INC	1000-17-17100-515070-00000000-	83969000101785370322	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	73177	03/17/2022	131.21
	1000-17-17100-515070-00000000-	83969000116000340322	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	73177	03/17/2022	10.03
	1000-17-17100-515070-00000000-	83969000116000260322	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	73177	03/17/2022	10.03
	Total Paid by Vendor					**151.27**
CORVEL CORPORATION	1000-19-00000-502150-00000000-	031122-HUNT-B	SUPP. FOR LG MED BILL ON CLAIM#1223-WC-22-00000084	73179	03/18/2022	3,938.80
	1000-19-00000-502150-00000000-	031122-HUNT	REPLENISH ESCROW FOR WORKERS COMP	73151	03/18/2022	43,344.38
	Total Paid by Vendor					**47,283.18**
COWIN EQUIPMENT CO INC	1000-55-55300-513050-00000000-	RSA026659 2	EQUIPMENT RENTAL FOR PWS CONSTRUCTION JOB# 22-101	72939	03/14/2022	3,200.00
	1000-55-55300-513050-00000000-	RSA023473 9	EQUIPMENT RENTAL FOR PWS MAINTENANCE	72939	03/14/2022	1,900.00
	1000-55-55300-513050-00000000-	RSA024925 9	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72939	03/15/2022	8,300.00
	1000-55-55300-513050-00000000-	RSA024325 5	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72939	03/15/2022	1,200.00
	1000-55-55300-513050-00000000-	RSA023917 8	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72939	03/15/2022	5,200.00
	1000-55-55300-513050-00000000-	RSA024980 4	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72939	03/15/2022	870.00
	1000-55-55300-513050-00000000-	RSA024980 5	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72939	03/15/2022	870.00
	1000-55-55300-513050-00000000-	RSA024980 6	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72939	03/15/2022	870.00
	1000-55-55300-513050-00000000-	RSA024391 10	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	73063	03/15/2022	5,900.00
	1000-55-55300-513050-00000000-	RSA026967 1	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	73180	03/17/2022	4,225.00
	1000-55-55300-513050-00000000-	RSA026061 1	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	73180	03/21/2022	14,650.00
	1000-55-55300-513050-00000000-	RSA024391 6	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	73180	03/21/2022	5,900.00
	1000-55-55300-513050-00000000-	RSA015398 30	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	73180	03/21/2022	2,400.00
	1000-55-55300-513050-00000000-	RSA024325 6	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	73180	03/21/2022	1,200.00
	Total Paid by Vendor					**56,685.00**
DANIEL COLE	1000-14-14300-513010-00000000-	12933	2022 BLANKET ICE MAKER REPAIRS	72935	03/14/2022	85.00

	1000-14-14300-513010-00000000-	12937	2022 BLANKET ICE MAKER REPAIRS	72935	03/14/2022	174.25
	1000-14-14300-513010-00000000-	12935	2022 BLANKET ICE MAKER REPAIRS	73176	03/18/2022	315.74
	1000-14-14300-513010-00000000-	12940	2022 BLANKET ICE MAKER REPAIRS	73288	03/23/2022	85.00
	1000-14-14300-513010-00000000-	12941	2022 BLANKET ICE MAKER REPAIRS	73288	03/23/2022	85.00
	1000-14-14300-513010-00000000-	12942	2022 BLANKET ICE MAKER REPAIRS	73288	03/23/2022	296.63
	1000-14-14300-513010-00000000-	12944	2022 BLANKET ICE MAKER REPAIRS	73288	03/23/2022	174.25
	1000-14-14300-513010-00000000-	12945	2022 BLANKET ICE MAKER REPAIRS	73288	03/23/2022	229.25
	Total Paid by Vendor					**1,445.12**
DAVID HUFFMAN	1000-15-15100-515340-00000000-	002190	2739 JOHNSON RD SW (BLANKET)	73081	03/16/2022	559.50
	Total Paid by Vendor					**559.50**
DAVID JAY WILLIAMS	1000-52-52700-513010-00000000-	2401321	METAL BARRELS - SOUTH MAINT	73290	03/23/2022	525.00
	Total Paid by Vendor					**525.00**
DCSC LLC	1000-14-14300-515460-00000000-	042022	2022 BLANKET -2227 DRAKE AVE SUITE 26 LEASE	73182	03/17/2022	4,585.00
	Total Paid by Vendor					**4,585.00**
DEBRA KIZER CIRCUIT CLERK	1000-00-00000-210180-00000000-	258260	Payroll Run 1 - Warrant 220320	73266	03/25/2022	53.25
	Total Paid by Vendor					**53.25**
DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	258261	Payroll Run 1 - Warrant 220320	73267	03/25/2022	170.60
	Total Paid by Vendor					**170.60**
DELL MARKETING LP	1000-17-17400-520200-00000000-	10565712194	QUOTE 3000113223698.1 IT-STOCK MONITORS	72941	03/14/2022	5,183.85
	1000-17-17400-520200-00000000-	10564224063	QUOTE 3000111425017.1 GS-JOHN JONES	72941	03/14/2022	2,509.06
	Total Paid by Vendor					**7,692.91**
DELTA DENTAL INSURANCE CO	1000-00-00000-210240-00000000-	BE004791412	PPE 2/06/22 VOLUNTARY GROUP DENTAL PREMIUMS	72942	03/14/2022	58,406.47
	1000-00-00000-210240-00000000-	BE004822376	PPE 2/20/22 VOLUNTARY GROUP DENTAL PREMIUMS	72942	03/14/2022	58,218.82
	Total Paid by Vendor					**116,625.29**
DISTRICT COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	258259	Payroll Run 1 - Warrant 220320	73265	03/25/2022	459.69
	Total Paid by Vendor					**459.69**
DRAKE & HARLAN PROPERTIES INC	1000-14-14300-515460-00000000-	042022	2022 BLANKET WAREHOUSE LEASE 12TH AVENUE	73183	03/17/2022	2,583.75
	Total Paid by Vendor					**2,583.75**
DRONESENSE INC	1000-17-17100-515250-00000000-	2019-11367	SOLE SOURCE DRONE SOFTWARE YEARLY SUPPORT FOR FD	73184	03/17/2022	5,472.00
	Total Paid by Vendor					**5,472.00**
DUTCH OIL COMPANY INC	1000-14-14100-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	549.02
	1000-15-15100-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	68.21
	1000-30-30100-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	39.49
	1000-41-41100-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	110.94
	1000-41-41100-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	331.37
	1000-41-41100-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	366.57
	1000-41-41100-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	4,181.72
	1000-42-42100-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	157.96
	1000-42-42100-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	886.26
	1000-50-00000-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	325.61
	1000-52-52100-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	30.16
	1000-52-52100-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	34.46
	1000-52-52100-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	70.72
	1000-52-52100-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	75.10
	1000-52-52100-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	93.34
	1000-52-52100-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	158.68
	1000-52-52100-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	463.60
	1000-52-52100-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	468.20
	1000-53-53400-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	69.65
	1000-53-53400-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	84.01
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	1000-55-55300-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	2,110.85
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	1000-70-70200-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	131.57
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	1000-75-75100-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	135.64
	1000-72-00000-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	250.23
	1000-00-00000-610039-00000000-	CFN-11494	FUELING TRANS DATED 031022	72943	03/14/2022	60.59

1000-12-12100-514010-00000000-	CFN-11494	FUELING TRANS DATED 031022	72943	03/14/2022	45.02
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1000-30-30100-514010-00000000-	CFN-11407	FUELING TRANS DATED 030422	72943	03/14/2022	38.24
1000-30-30100-514010-00000000-	CFN-11407	FUELING TRANS DATED 030422	72943	03/14/2022	39.22
1000-41-41100-514010-00000000-	CFN-11407	FUELING TRANS DATED 030422	72943	03/14/2022	425.10
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1000-42-42100-514010-00000000-	CFN-11407	FUELING TRANS DATED 030422	72943	03/14/2022	179.02
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1000-55-55400-514010-00000000-	CFN-11407	FUELING TRANS DATED 030422	72943	03/14/2022	437.16
1000-71-71100-514010-00000000-	CFN-11407	FUELING TRANS DATED 030422	72943	03/14/2022	20.74
1000-71-71100-514010-00000000-	CFN-11407	FUELING TRANS DATED 030422	72943	03/14/2022	103.42
1000-73-73100-514010-00000000-	CFN-11407	FUELING TRANS DATED 030422	72943	03/14/2022	54.47
1000-75-75100-514010-00000000-	CFN-11407	FUELING TRANS DATED 030422	72943	03/14/2022	90.42

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1000-30-30100-514010-00000000-	CFN-11427	FUELING TRANS DATED 030622	72943	03/14/2022	49.27
1000-30-30100-514010-00000000-	CFN-11427	FUELING TRANS DATED 030622	72943	03/14/2022	59.40
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1000-42-42100-514010-00000000-	CFN-11427	FUELING TRANS DATED 030622	72943	03/14/2022	1,084.89
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1000-41-41100-514010-00000000-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	4,731.72
1000-42-42100-514010-00000000-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	58.55
1000-42-42100-514010-00000000-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	134.18
1000-42-42100-514010-00000000-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	1,085.92
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1000-53-53400-514010-00000000-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	34.51
1000-53-53500-514010-00000000-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	73.59
1000-55-55100-514010-00000000-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	115.01
1000-55-55300-514010-00000000-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	1,512.67
1000-55-55400-514010-00000000-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	1,857.60
1000-70-70200-514010-00000000-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	43.21
1000-71-71100-514010-00000000-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	110.83
1000-71-71100-514010-00000000-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	248.83
1000-74-74100-514010-00000000-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	95.50
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1000-72-00000-514010-00000000-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	311.01
1000-30-30100-514010-00000000-	CFN-11421	FUELING TRANS DATED 030522	72943	03/14/2022	54.16
1000-41-41100-514010-00000000-	CFN-11421	FUELING TRANS DATED 030522	72943	03/14/2022	59.05
1000-41-41100-514010-00000000-	CFN-11421	FUELING TRANS DATED 030522	72943	03/14/2022	409.31
1000-41-41100-514010-00000000-	CFN-11421	FUELING TRANS DATED 030522	72943	03/14/2022	3,946.54
1000-42-42100-514010-00000000-	CFN-11421	FUELING TRANS DATED 030522	72943	03/14/2022	554.17
1000-53-53200-514010-00000000-	CFN-11421	FUELING TRANS DATED 030522	72943	03/14/2022	59.40
1000-71-71100-514010-00000000-	CFN-11421	FUELING TRANS DATED 030522	72943	03/14/2022	64.29
1000-55-55400-514010-00000000-	INV-183519	FY22 FUEL BLANKET--MAINTENANCE	73066	03/16/2022	5,680.80
1000-55-55400-514010-00000000-	INV-183704	FY22 FUEL BLANKET--MAINTENANCE	73186	03/17/2022	4,183.13
1000-55-55400-514010-00000000-	INV-183706	FY22 FUEL BLANKET--MAINTENANCE	73185	03/17/2022	3,812.27
1000-14-14100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	122.31
1000-15-15100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	275.54
1000-30-30100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	12.72
1000-30-30100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	31.32
1000-30-30100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	32.62
1000-30-30100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	36.52
1000-41-41100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	54.80
1000-41-41100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	62.96

1000-41-41100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	419.90
1000-41-41100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	446.63
1000-41-41100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	4,801.91
1000-42-42100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	26.42
1000-42-42100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	60.02
1000-42-42100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	1,070.32
1000-52-52100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	63.28
1000-52-52100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	93.95
1000-52-52100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	94.27
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1000-52-52100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	298.80
1000-52-52100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	346.66
1000-52-52100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	401.31
1000-53-53200-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	177.13
1000-53-53400-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	95.90
1000-55-55100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	125.59
1000-55-55300-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	898.00
1000-55-55400-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	800.36
1000-70-70200-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	36.52
1000-71-71100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	68.50
1000-71-71100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	87.75
1000-73-73100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	73.72
1000-74-74100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	45.34
1000-74-74100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	52.52
1000-75-75100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	99.17
1000-75-75100-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	141.61
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1000-41-41100-514010-00000000-	CFN-11531	FUELING TRANS DATED 031222	73291	03/22/2022	110.98
1000-41-41100-514010-00000000-	CFN-11531	FUELING TRANS DATED 031222	73291	03/22/2022	292.92
1000-41-41100-514010-00000000-	CFN-11531	FUELING TRANS DATED 031222	73291	03/22/2022	3,048.03
1000-42-42100-514010-00000000-	CFN-11531	FUELING TRANS DATED 031222	73291	03/22/2022	71.95
1000-42-42100-514010-00000000-	CFN-11531	FUELING TRANS DATED 031222	73291	03/22/2022	186.04
1000-55-55400-514010-00000000-	CFN-11531	FUELING TRANS DATED 031222	73291	03/22/2022	57.70
1000-30-30100-514010-00000000-	CFN-11535	FUELING TRANS DATED 031322	73291	03/22/2022	31.91
1000-30-30100-514010-00000000-	CFN-11535	FUELING TRANS DATED 031322	73291	03/22/2022	49.55
1000-41-41100-514010-00000000-	CFN-11535	FUELING TRANS DATED 031322	73291	03/22/2022	115.06
1000-41-41100-514010-00000000-	CFN-11535	FUELING TRANS DATED 031322	73291	03/22/2022	199.26
1000-41-41100-514010-00000000-	CFN-11535	FUELING TRANS DATED 031322	73291	03/22/2022	3,598.46
1000-42-42100-514010-00000000-	CFN-11535	FUELING TRANS DATED 031322	73291	03/22/2022	561.02
1000-55-55400-514010-00000000-	CFN-11535	FUELING TRANS DATED 031322	73291	03/22/2022	90.62
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1000-42-42100-514010-00000000-	CFN-11775	FUELING TRANS DATED 031822	73291	03/23/2022	51.56
1000-42-42100-514010-00000000-	CFN-11775	FUELING TRANS DATED 031822	73291	03/23/2022	561.45
1000-50-00000-514010-00000000-	CFN-11775	FUELING TRANS DATED 031822	73291	03/23/2022	138.58
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1000-41-41100-514010-00000000-	CFN-11792	FUELING TRANS DATED 031922	73291	03/23/2022	3,632.98
1000-42-42100-514010-00000000-	CFN-11792	FUELING TRANS DATED 031922	73291	03/23/2022	724.08
1000-53-53400-514010-00000000-	CFN-11792	FUELING TRANS DATED 031922	73291	03/23/2022	107.05
1000-71-71100-514010-00000000-	CFN-11792	FUELING TRANS DATED 031922	73291	03/23/2022	36.32
1000-41-41100-514010-00000000-	CFN-11797	FUELING TRANS DATED 032022	73291	03/23/2022	36.98
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1000-42-42100-514010-00000000-	CFN-11797	FUELING TRANS DATED 032022	73291	03/23/2022	584.49
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1000-71-71100-514010-00000000-	CFN-11797	FUELING TRANS DATED 032022	73291	03/23/2022	56.15
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1000-42-42100-514010-00000000-	CFN-11803	FUELING TRANS DATED 032122	73291	03/23/2022	103.38

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1000-52-52100-514010-00000000-	CFN-11803	FUELING TRANS DATED 032122	73291	03/23/2022	256.85
1000-52-52100-514010-00000000-	CFN-11803	FUELING TRANS DATED 032122	73291	03/23/2022	391.16
1000-53-53200-514010-00000000-	CFN-11803	FUELING TRANS DATED 032122	73291	03/23/2022	60.43
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1000-71-71100-514010-00000000-	CFN-11803	FUELING TRANS DATED 032122	73291	03/23/2022	30.71
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1000-15-15100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	55.05
1000-17-17100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	128.75
1000-41-41100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	81.17
1000-41-41100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	90.50
1000-41-41100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	304.99
1000-41-41100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	360.21
1000-41-41100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	3,914.91
1000-42-42100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	90.50
1000-42-42100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	287.66
1000-42-42100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	443.91
1000-50-00000-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	69.35
1000-52-52100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	32.67
1000-52-52100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	68.73
1000-52-52100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	93.92
1000-52-52100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	131.24
1000-52-52100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	135.60
1000-52-52100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	229.21
1000-52-52100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	310.70
1000-52-52100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	327.79
1000-52-52100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	357.37
1000-53-53200-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	41.99
1000-53-53400-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	87.08
1000-53-53500-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	95.22
1000-55-55100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	39.50
1000-55-55100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	102.94
1000-55-55300-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	1,421.23
1000-55-55400-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	531.84
1000-70-70200-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	47.89
1000-71-71100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	38.25
1000-71-71100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	50.69
1000-73-73100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	51.32
1000-74-74100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	80.49
1000-75-75100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	15.41
1000-75-75100-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	92.09
1000-72-00000-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	176.90
Total Paid by Vendor					**163,351.49**

DYNAMIC SECURITY INC	1000-41-41100-515370-00000000-	0000159748	MUNICIPAL SECURITY SVC BLANKET PO	73187	03/17/2022	638.40
	1000-41-41100-515370-00000000-	0000159757	MUNICIPAL SECURITY SVC BLANKET PO	73187	03/17/2022	798.00
	1000-41-41100-515370-00000000-	0000159767	MUNICIPAL SECURITY SVC BLANKET PO	73187	03/17/2022	798.00
	1000-41-41100-515370-00000000-	0000159775	MUNICIPAL SECURITY SVC BLANKET PO	73187	03/17/2022	798.00
	1000-41-41100-515370-00000000-	0000159785	MUNICIPAL SECURITY SVC BLANKET PO	73187	03/17/2022	159.60
	Total Paid by Vendor					**3,192.00**
EMERGENCY EQUIPMENT PROFESSIONALS INC	1000-42-42100-513040-00000000-	468017	BLANKET P.O. FOR SCBA AND AIR COMPRESSOR MAINTENA	73067	03/15/2022	442.15
	1000-15-15100-513030-00000000-	467027	COM TX 031122/467027	73067	03/16/2022	320.00
	Total Paid by Vendor					**762.15**
EMPLOYEES RETIREMENT SYSTEM OF ALABAMA	1000-00-00000-210270-00000000-	RSA-1 CONTR 220306	RSA-1 CONTRIBUTIONS WARR 220306	72904	03/15/2022	6,656.76
	Total Paid by Vendor					**6,656.76**
ENERSOLV CORPORATION	1000-73-73100-515370-00000000-	99 3989 FEB	BLANKET PO WET WEATHER PERMIT SAMPLING	73293	03/23/2022	3,107.00
	Total Paid by Vendor					**3,107.00**
ENGINEERED MAINTENANCE SERVICES	1000-52-52600-513010-00000000-	2204034	VARIOUS SUPPLIES - NORTH MAINT (BLANKET)	73191	03/21/2022	1,200.00
	Total Paid by Vendor					**1,200.00**
ERIN JONES	1000-50-00000-515340-00000000-	02/07/22-02/28/22	BLANKET RELIEF VET SERVICES	73192	03/17/2022	562.50
	Total Paid by Vendor					**562.50**
FARRWEST ENVIROMENTAL SUPPLY INC	1000-42-42100-520500-00000000-	39303	RIGAKU CQL 1064NM HANDHELD CHEMICAL IDENTIFIER	73193	03/21/2022	52,687.80
	Total Paid by Vendor					**52,687.80**
FOUNTAIN PARKER HARBARGER & ASSOCIATES LLC	1000-14-14100-515220-00000000-	12100	2022-23 GENERAL LIABILITY POLICY	73071	03/15/2022	4,602.52
	Total Paid by Vendor					**4,602.52**
GALLS LLC	1000-42-42100-515670-00000000-	BC1541119	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73073	03/16/2022	88.00
	1000-42-42100-515670-00000000-	BC1541970	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	798.43
	1000-42-42100-515670-00000000-	BC1542342	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	799.43
	1000-42-42100-515670-00000000-	BC1542337	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73073	03/16/2022	788.43
	1000-42-42100-515670-00000000-	BC1543411	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73073	03/16/2022	249.72
	1000-42-42100-515670-00000000-	BC1544492	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	798.60
	1000-42-42100-515670-00000000-	BC1545476	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	798.51
	1000-42-42100-515670-00000000-	BC1546408	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	796.73
	1000-42-42100-515670-00000000-	BC1546433	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	798.97
	1000-42-42100-515670-00000000-	BC1546445	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	799.63
	1000-42-42100-515670-00000000-	BC1547453	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73073	03/16/2022	788.71
	1000-42-42100-515670-00000000-	BC1547500	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	799.51
	1000-42-42100-515670-00000000-	BC1548357	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	799.11
	1000-42-42100-515670-00000000-	BC1548380	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	799.36
	1000-42-42100-515670-00000000-	BC1548365	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	799.49
	1000-42-42100-515670-00000000-	BC1549339	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73073	03/16/2022	795.18
	1000-42-42100-515670-00000000-	BC1549340	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73073	03/16/2022	284.19
	1000-42-42100-515670-00000000-	BC1549402	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	800.00
	1000-42-42100-515670-00000000-	BC1549802	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73073	03/16/2022	49.75
	1000-42-42100-515670-00000000-	BC1550448	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	796.53
	1000-42-42100-515670-00000000-	BC1550426	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	799.93
	1000-42-42100-515670-00000000-	BC1550460	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	798.27
	1000-42-42100-515670-00000000-	BC1550451	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	797.28
	1000-42-42100-515670-00000000-	BC1551411	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	800.00
	1000-42-42100-515670-00000000-	BC1551416	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	799.43
	1000-42-42100-515670-00000000-	BC1552411	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	799.64
	1000-42-42100-515670-00000000-	BC1553351	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	799.60
	1000-42-42100-515670-00000000-	BC1555032	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73073	03/16/2022	150.28
	1000-42-42100-515670-00000000-	BC1555528	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	800.00
	1000-42-42100-515670-00000000-	BC1555521	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	800.00
	1000-42-42100-515670-00000000-	BC1555563	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	799.04
	1000-42-42100-515670-00000000-	BC1556558	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	800.00
	1000-42-42100-515670-00000000-	BC1557649	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	800.00
	1000-42-42100-515670-00000000-	BC1557634	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	797.96
	1000-42-42100-515670-00000000-	BC1557656	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	799.72
	1000-42-42100-515670-00000000-	BC1557672	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	799.62
	1000-42-42100-515670-00000000-	BC1557660	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73074	03/16/2022	800.00
	1000-42-42100-515670-00000000-	BC1495632	UNIFORM ALLOWANCE CHRISTOPHER BYRD 12215	73196	03/16/2022	749.20
	1000-42-42100-515670-00000000-	BC1513490A	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73196	03/16/2022	799.43
	1000-42-42100-515670-00000000-	BC1514400A	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73196	03/16/2022	798.41
	1000-42-42100-515670-00000000-	BC1507983	PROMOTION UNIFORMS BLANKET 2022	73196	03/18/2022	163.50

	1000-42-42100-515670-00000000-	BC1552600	PROMOTION UNIFORMS BLANKET 2022	73196	03/21/2022	309.68
	1000-42-42100-515670-00000000-	BC1554703	PROMOTION UNIFORMS BLANKET 2022	73196	03/21/2022	318.87
	1000-42-42100-515670-00000000-	020512589	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73196	03/21/2022	(88.00)
	1000-42-42100-515670-00000000-	020360147	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73196	03/21/2022	(91.52)
	1000-42-42100-515670-00000000-	018312514	UNIFORM ALLOWANCE TREVOR HARRISON 14749	73297	03/22/2022	(127.25)
	1000-42-42100-515670-00000000-	018883695	UNIFORM ALLOWANCE JUDE JENNINGS 13346	73297	03/22/2022	(127.25)
	1000-42-42100-515670-00000000-	020257178	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73297	03/22/2022	(49.75)
	1000-42-42100-515670-00000000-	BC1536221	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73297	03/23/2022	799.00
	1000-42-42100-515670-00000000-	BC1532352	UNIFORM ALLOWANCE BLANKET - FIRE 2022	73297	03/23/2022	798.76
	Total Paid by Vendor					**30,622.13**
GERALD L VINES	1000-43-00000-515370-00000000-	3912 1ST SESSION	INST. DDC CLASS 3/7/22-CLASS #3912 1ST SESSION	73142	03/16/2022	100.00
	1000-43-00000-515370-00000000-	3911 1ST SESSION	INST. FOR D.D.C. 4 HR CLASS ON 3/2/22	73251	03/17/2022	100.00
	Total Paid by Vendor					**200.00**
GOODYEAR SERVICE STORES	1000-00-00000-140101-00000000-	253837	TIRES	73299	03/22/2022	2,728.40
	Total Paid by Vendor					**2,728.40**
GOVERNORS CHOICE ANIMAL HOSPITAL INC	1000-50-00000-515162-00000000-	348146	BLANKET LISP/SPAY/NEUTER/RABIES/MEDICAL	72953	03/14/2022	140.00
	1000-50-00000-515164-00000000-	348146	BLANKET LISP/SPAY/NEUTER/RABIES/MEDICAL	72953	03/14/2022	210.00
	1000-50-00000-515163-00000000-	347569	BLANKET LISP/SPAY/NEUTER/RABIES/MEDICAL	72953	03/14/2022	630.00
	1000-50-00000-515163-00000000-	347568	BLANKET LISP/SPAY/NEUTER/RABIES/MEDICAL	72953	03/14/2022	880.00
	Total Paid by Vendor					**1,860.00**
GRAYBAR ELECTRIC COMPANY	1000-14-14300-513010-00000000-	9325798431	MJPSC WO# 154420 ELECTRICAL REPAIRS	73076	03/15/2022	84.33
	1000-17-17300-520200-00000000-	9325947471	QUOTE 0239603500 FOR IT-TECHNICIANS	73300	03/23/2022	49.70
	1000-17-17300-520200-00000000-	9325882788	PUNCHOUT FOR IT-TECHNICIAN	73300	03/23/2022	9.98
	Total Paid by Vendor					**144.01**
GULF MATERIAL SALES LLC	1000-75-75200-515340-00000000-	22352	QWICK KURB FOR AIRPORT/PARKWAY, SOLE SOURCE	73077	03/15/2022	3,325.00
	Total Paid by Vendor					**3,325.00**
GULF STATES DISTRIBUTORS	1000-41-41100-515340-00000000-	1412849-IN	SUBMACHINE GUNS STAC/SWAT	73301	03/22/2022	22,320.00
	Total Paid by Vendor					**22,320.00**
GURLEY ANIMAL CLINIC	1000-50-00000-515162-00000000-	110896	BLANKET RABIES	73199	03/17/2022	10.00
	Total Paid by Vendor					**10.00**
HILLS PET NUTRITION	1000-50-00000-515160-00000000-	241431844	BLANKET FOR DOG AND CAT FOOD	72957	03/14/2022	46.32
	1000-50-00000-515160-00000000-	241364839	BLANKET FOR DOG AND CAT FOOD	72957	03/14/2022	89.19
	1000-50-00000-515160-00000000-	241364837	BLANKET FOR DOG AND CAT FOOD	72957	03/14/2022	83.16
	1000-50-00000-515160-00000000-	637031647	BLANKET FOR DOG AND CAT FOOD	72957	03/14/2022	63.00
	1000-50-00000-515160-00000000-	241665039	BLANKET FOR DOG AND CAT FOOD	73079	03/16/2022	83.16
	1000-50-00000-515160-00000000-	241298822	BLANKET FOR DOG AND CAT FOOD	73079	03/16/2022	212.64
	1000-50-00000-515160-00000000-	241312948	BLANKET FOR DOG AND CAT FOOD	PCard	03/21/2022	(166.32)
	Total Paid by Vendor					**411.15**
HOLSTON GASES INC	1000-42-42100-515340-00000000-	350830	BLANKET PURCHASE ORDER	73303	03/21/2022	68.70
	Total Paid by Vendor					**68.70**
HOME DEPOT USA INC	1000-14-14310-515310-00000000-	673661310	GENERAL SERVICES JANITORIAL SUPPLIES	72959	03/15/2022	76.44
	1000-42-42200-515310-00000000-	673661328	MONTHLY JANITORIAL SUPPLIES	72959	03/15/2022	184.71
	1000-14-14310-515310-00000000-	673926705	GENERAL SERVICES JANITORIAL SUPPLIES	73080	03/15/2022	177.72
	1000-42-42200-515310-00000000-	673926713	MONTHLY JANITORIAL SUPPLIES	73080	03/16/2022	58.10
	1000-42-42200-515310-00000000-	674182381	MONTHLY JANITORIAL SUPPLIES	73202	03/17/2022	88.08
	1000-42-42200-515310-00000000-	674182399	MONTHLY JANITORIAL SUPPLIES	73202	03/17/2022	2,270.67
	1000-52-52700-513010-00000000-	672862505	CAN LINERS FOR SOUTH MAINTENANCE	73202	03/21/2022	1,214.46
	1000-42-42100-515340-00000000-	667345995	MONTHLY JANITORIAL SUPPLIES	73202	03/21/2022	2,070.52
	1000-42-42100-515340-00000000-	665002549	MONTHLY JANITORIAL SUPPLIES	73304	03/22/2022	367.68
	1000-14-14310-515310-00000000-	674709720	GENERAL SERVICES JANITORIAL SUPPLIES	73304	03/22/2022	500.28
	1000-42-42200-515310-00000000-	675492078	BROOMS AND HANDLES - PUNCHOUT	73304	03/23/2022	108.00
	Total Paid by Vendor					**7,116.66**
HUMPHRIES FARM & TURF SUPPLY INC	1000-52-52300-515340-00000000-	27714	FIELD MAINTENANCE SUPPLIES - SPORTS DIVISION	72960	03/15/2022	1,047.00
	Total Paid by Vendor					**1,047.00**
HUNTSVILLE CITY SCHOOLS	1000-00-00000-425130-00000000-	MAR 2022 APP	MAR APPROPR PER BUD,LESS HPD COS,LESS LEASE2800POP	72963	03/15/2022	(125,000.00)
	1000-14-14100-515700-00000000-	MAR 2022 APP	MAR APPROPR PER BUD,LESS HPD COS,LESS LEASE2800POP	72963	03/15/2022	(5,380.54)
	Total Paid by Vendor					**(130,380.54)**
HUNTSVILLE EMERGENCY MEDICAL SERVICES INC	1000-00-00000-610038-00000000-	FY22 REQ 2	SPECIAL APPROPRIATION - ORD 21-867	72962	03/14/2022	27,837.48
	Total Paid by Vendor					**27,837.48**
HUNTSVILLE FENCE COMPANY	1000-14-14300-513010-00000000-	24137	2022 BLANKET FENCE MATERIALS & REPAIRS	73204	03/21/2022	1,140.00
	1000-43-00000-520500-00000000-	COH21522	ROLLING GATE MUNICIPAL COURT / NETTA 256-427-7803	73306	03/22/2022	10,368.00
	Total Paid by Vendor					**11,508.00**

HUNTSVILLE TRACTOR & EQUIPMENT INC	1000-15-15100-513030-00000000-	RO98632	COM TX 030322/RO98632	73082	03/15/2022	1,187.50
	1000-15-15100-513030-00000000-	RO98632	COM TX 030322/RO98632	73082	03/15/2022	1,733.63
	1000-00-00000-140101-00000000-	RO98633	COM TX 030322/RO98633	73082	03/15/2022	1,018.45
	1000-00-00000-140101-00000000-	RO98633	COM TX 030322/RO98633	73082	03/15/2022	1,187.50
	1000-15-15100-513030-00000000-	RO98639	COM TX 030322/RO98639	73082	03/15/2022	1,553.88
	1000-15-15100-513030-00000000-	RO98639	COM TX 030322/RO98639	73082	03/15/2022	2,687.50
	1000-15-15100-513030-00000000-	RO98686	COM TX 030322/RO98686	73082	03/15/2022	1,435.96
	1000-15-15100-513030-00000000-	RO98686	COM TX 030322/RO98686	73082	03/15/2022	2,187.50
	1000-15-15100-513030-00000000-	RO98883	COM TX 030322/RO98883	73082	03/15/2022	629.28
	1000-15-15100-513030-00000000-	RO98883	COM TX 030322/RO98883	73082	03/15/2022	1,562.50
	1000-15-15100-513030-00000000-	RO98935	COM TX 030322/RO98935	73082	03/15/2022	1,187.50
	1000-15-15100-513030-00000000-	RO98935	COM TX 030322/RO98935	73082	03/15/2022	1,823.47
	1000-15-15100-513030-00000000-	RO97110	COM TX 031122/RO97110	73082	03/16/2022	589.40
	1000-15-15100-513030-00000000-	RO97110	COM TX 031122/RO97110	73082	03/16/2022	937.50
	Total Paid by Vendor					**19,721.57**
HUNTSVILLE UTILITIES	1000-14-14100-515700-00000000-	311010010000 031022	2022 BLANKET - HSV UTILITIES CUST#1101005008	72968	03/15/2022	407,600.54
	1000-14-14100-515700-00000000-	221010380484 021622	2022 BLANKET - HSV UTILITIES CUST#1101005008	73083	03/15/2022	134.79
	1000-14-14300-515460-00000000-	042022	2022 BLANKET - LEASE ITS SPACE FROM HSV UTILITIES	73207	03/17/2022	11,897.25
	1000-17-17400-515710-00000000-	422010012501 022522	FIBER BOX RENT	73207	03/16/2022	19,650.00
	Total Paid by Vendor					**439,282.58**
ILENE S SHOEMAKER	1000-12-12200-515370-00000000-	221-008	MINUTES FOR COUNCIL MEETINGS BLANKET PO	73359	03/23/2022	1,350.00
	Total Paid by Vendor					**1,350.00**
INDUSTRIAL CONTRACTOR SUPPLY LLC	1000-52-52300-515340-00000000-	52508	SPARKLE/CENTRAL (BLANKET PO)	72970	03/15/2022	153.75
	1000-52-52300-515340-00000000-	52564	SPARKLE/CENTRAL (BLANKET PO)	72970	03/15/2022	228.55
	1000-52-52600-515340-00000000-	52511	SUPPLIES FOR NORTH MAINTENANCE (BLANKET PO)	72970	03/15/2022	361.52
	1000-55-55300-515340-00000000-	52542	FY22 PWS ALL MATERIAL (BLANKET PO)	72970	03/15/2022	136.10
	1000-52-52600-515340-00000000-	51642	SUPPLIES FOR NORTH MAINTENANCE (BLANKET PO)	73085	03/15/2022	274.90
	1000-52-52700-515340-00000000-	52642	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	73085	03/15/2022	215.04
	1000-52-52900-515340-00000000-	52674	SUPPLIES FOR HAYS (BLANKET)	73085	03/15/2022	313.30
	1000-55-55300-515340-00000000-	52609	FY22 PWS ALL MATERIAL (BLANKET PO)	73085	03/15/2022	145.20
	1000-55-55300-515340-00000000-	52647	FY22 PWS ALL MATERIAL (BLANKET PO)	73085	03/15/2022	36.48
	1000-55-55300-515340-00000000-	52608	FY22 PWS ALL MATERIAL (BLANKET PO)	73085	03/15/2022	6.92
	1000-55-55400-515340-00000000-	52610	FY22 PWS MAINT/CONST BID ITEMS	73085	03/15/2022	21.00
	1000-52-52700-515340-00000000-	52015	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	73085	03/15/2022	188.46
	1000-55-55400-515340-00000000-	51896	FY22 PWS MAINT/CONST BID ITEMS	73085	03/16/2022	128.14
	1000-55-55300-515340-00000000-	52698	FY22 PWS ALL MATERIAL (BLANKET PO)	73085	03/16/2022	18.24
	1000-15-15100-515340-00000000-	51905	OFFICE SUPPLIES-BATTERIES	73085	03/16/2022	111.36
	1000-52-52300-515340-00000000-	52497	SPARKLE/CENTRAL (BLANKET PO)	73085	03/16/2022	391.58
	1000-55-55400-515340-00000000-	52695	FY22 PWS MAINT/CONST BID ITEMS	73209	03/17/2022	105.18
	1000-55-55400-515340-00000000-	52675	FY22 PWS MAINT/CONST BID ITEMS	73209	03/17/2022	53.67
	1000-52-52300-515340-00000000-	51641	SPARKLE/CENTRAL (BLANKET PO)	73209	03/21/2022	77.00
	1000-52-52300-515340-00000000-	52006	SPARKLE/CENTRAL (BLANKET PO)	73209	03/21/2022	69.65
	1000-52-52900-515520-00000000-	52805	OGT EVENTS (BLANKET PO)	73209	03/21/2022	1,117.04
	1000-52-52300-515340-00000000-	52795	SPARKLE/CENTRAL (BLANKET PO)	73209	03/21/2022	124.65
	1000-52-52700-515340-00000000-	52718	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	73209	03/21/2022	193.19
	1000-52-52700-515340-00000000-	52790	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	73209	03/21/2022	146.52
	1000-52-52700-515340-00000000-	52726	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	73209	03/21/2022	211.61
	1000-52-52300-515340-00000000-	52803	SPARKLE/CENTRAL (BLANKET PO)	73311	03/22/2022	251.76
	1000-51-00000-513010-00000000-	51186	BLANKET PO FOR NON BID ITEMS	73311	03/23/2022	(20.00)
	Total Paid by Vendor					**5,060.81**
INSIGHT PUBLIC SECTOR	1000-41-41303-515340-00000000-	1100922005	FAX MACHINE FOR RECORDS	73312	03/22/2022	296.62
	Total Paid by Vendor					**296.62**
JAKE MARSHALL SERVICE INC	1000-14-14300-513010-00000000-	HUNTSVILLE-442141	2022 BLANKET PO REPAIRS HONEYWELL	73211	03/21/2022	180.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-442263	2022 BLANKET PO REPAIRS HONEYWELL	73211	03/21/2022	180.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-442266	2022 BLANKET PO REPAIRS HONEYWELL	73211	03/21/2022	315.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-442265	2022 BLANKET PO REPAIRS HONEYWELL	73211	03/21/2022	812.00
	1000-14-14300-513010-00000000-	HUNTSVILLE-442596	2022 BLANKET PO REPAIRS HONEYWELL	73314	03/23/2022	900.00
	Total Paid by Vendor					**2,387.00**
JAMAR TECHNOLOGIES INC	1000-75-75200-515340-00000000-	0056214	ITEMS FOR TRAFFIC COUNTS	72972	03/15/2022	817.00
	Total Paid by Vendor					**817.00**
JAMES MONAGHAN	1000-14-14300-513010-00000000-	4891	SPORTSPLEX-REPAIR/REPLACE CONCRETE WALKWAY	90000158	03/16/2022	1,165.00
	1000-14-14300-513010-00000000-	4892	FIRE STATION 16- REPAIR CONCRETE WALL DAMAGE	90000158	03/18/2022	8,180.00

	Total Paid by Vendor					**9,345.00**
JAMES R HALL	1000-15-15100-513030-00000000-	50455	COM TX 030722/50455	73118	03/15/2022	85.00
	1000-15-15100-513030-00000000-	52140	COM TX 030722/52140	73117	03/15/2022	35.00
	1000-15-15100-513030-00000000-	52141	COM TX 030722/52141	73117	03/15/2022	35.00
	1000-15-15100-513030-00000000-	52595	COM TX 030722/52595	73118	03/15/2022	85.00
	1000-15-15100-513030-00000000-	53163	COM TX 030722/53163	73117	03/15/2022	35.00
	1000-15-15100-513030-00000000-	53437	COM TX 030722/53437	73117	03/15/2022	35.00
	1000-15-15100-513030-00000000-	54714	COM TX 030722/54714	73115	03/15/2022	35.00
	1000-15-15100-513030-00000000-	54744	COM TX 030722/54744	73115	03/15/2022	35.00
	1000-15-15100-513030-00000000-	55351	COM TX 030722/55351	73118	03/15/2022	250.00
	1000-15-15100-513030-00000000-	55353	COM TX 030722/55353	73118	03/15/2022	250.00
	1000-15-15100-513030-00000000-	55661	COM TX 030722/55661	73115	03/15/2022	35.00
	1000-15-15100-513030-00000000-	55801	COM TX 030722/55801	73115	03/15/2022	35.00
	1000-15-15100-513030-00000000-	55805	COM TX 030722/55805	73118	03/15/2022	350.00
	1000-15-15100-513030-00000000-	56028	COM TX 030722/56028	73115	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56031	COM TX 030722/56031	73118	03/15/2022	75.00
	1000-15-15100-513030-00000000-	56053	COM TX 030722/56053	73116	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56068	COM TX 030722/56068	73116	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56083	COM TX 030722/56083	73116	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56086	COM TX 030722/56086	73116	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56092	COM TX 030722/56092	73116	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56093	COM TX 030722/56093	73116	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56111	COM TX 030722/56111	73115	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56115	COM TX 030722/56115	73115	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56121	COM TX 030722/56121	73115	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56123	COM TX 030722/56123	73115	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56125	COM TX 030722/56125	73115	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56130	COM TX 030722/56130	73115	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56152	COM TX 030722/56152	73115	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56153	COM TX 030722/56153	73118	03/15/2022	85.00
	1000-15-15100-513030-00000000-	56154	COM TX 030722/56154	73117	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56157	COM TX 030722/56157	73117	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56159	COM TX 030722/56159	73118	03/15/2022	85.00
	1000-15-15100-513030-00000000-	56232	COM TX 030722/56232	73117	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56238	COM TX 030722/56238	73117	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56240	COM TX 030722/56240	73118	03/15/2022	350.00
	1000-15-15100-513030-00000000-	56250	COM TX 030722/56250	73118	03/15/2022	250.00
	1000-15-15100-513030-00000000-	55382	COM TX 030922/55382	73117	03/15/2022	35.00
	1000-15-15100-513030-00000000-	55389	COM TX 030922/55389	73118	03/15/2022	85.00
	1000-15-15100-513030-00000000-	55392	COM TX 030922/55392	73117	03/15/2022	35.00
	1000-15-15100-513030-00000000-	55398	COM TX 030922/55398	73118	03/15/2022	250.00
	1000-15-15100-513030-00000000-	55425	COM TX 030922/55425	73118	03/15/2022	250.00
	1000-15-15100-513030-00000000-	55429	COM TX 030922/55429	73117	03/15/2022	35.00
	1000-15-15100-513030-00000000-	55818	COM TX 030922/55818	73118	03/15/2022	85.00
	1000-71-71100-514010-00000000-	55840	COM TX 030922/55840	73117	03/15/2022	35.00
	1000-15-15100-513030-00000000-	55846	COM TX 030922/55846	73118	03/15/2022	85.00
	1000-15-15100-513030-00000000-	55847	COM TX 030922/55847	73117	03/15/2022	35.00
	1000-15-15100-513030-00000000-	55850	COM TX 030922/55850	73118	03/15/2022	85.00
	1000-15-15100-513030-00000000-	55855	COM TX 030922/55855	73117	03/15/2022	35.00
	1000-15-15100-513030-00000000-	55860	COM TX 030922/55860	73118	03/15/2022	350.00
	1000-15-15100-513030-00000000-	55921	COM TX 030922/55921	73117	03/15/2022	35.00
	1000-15-15100-513030-00000000-	55930	COM TX 030922/55930	73118	03/15/2022	85.00
	1000-15-15100-513030-00000000-	56037	COM TX 030922/56037	73117	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56206	COM TX 030922/56206	73117	03/15/2022	35.00
	1000-15-15100-513030-00000000-	56212	COM TX 030922/56212	73118	03/15/2022	75.00
	1000-15-15100-513030-00000000-	56262	COM TX 030922/56262	73117	03/15/2022	35.00
	Total Paid by Vendor					**4,475.00**
JERRY SANFORD BARCLAY ATTORNEY LAW	1000-43-00000-515370-00000000-	SUBJUDGE 3/11/22 AM	SUBJUDGE MUNIC. CT 3/11/22 AM	72973	03/15/2022	525.00
	Total Paid by Vendor					**525.00**
KEISER CORPORATION	1000-42-42100-515050-00000000-	253663	EXERCISE EQUIPMENT FOR TRAINING	72974	03/14/2022	6,829.54
	Total Paid by Vendor					**6,829.54**
KELLYS TIRE SERVICE	1000-15-15100-513030-00000000-	199378	COM TX 030922/199378	73087	03/15/2022	88.00

	1000-15-15100-513030-00000000-	199379	COM TX 030922/199379	73087	03/15/2022	95.00
	1000-15-15100-513030-00000000-	199380	COM TX 030922/199380	73087	03/15/2022	88.00
	1000-15-15100-513030-00000000-	199380	COM TX 030922/199380	73087	03/15/2022	367.20
	1000-15-15100-513030-00000000-	199381	COM TX 030922/199381	73087	03/15/2022	116.00
	1000-15-15100-513030-00000000-	199381	COM TX 030922/199381	73087	03/15/2022	734.40
	1000-15-15100-513030-00000000-	199384	COM TX 030922/199384	73087	03/15/2022	9.00
	1000-15-15100-513030-00000000-	199384	COM TX 030922/199384	73087	03/15/2022	28.00
	1000-15-15100-513030-00000000-	199384	COM TX 030922/199384	73087	03/15/2022	95.00
	1000-15-15100-513030-00000000-	199384	COM TX 030922/199384	73087	03/15/2022	229.70
	1000-15-15100-513030-00000000-	199389	COM TX 030922/199389	73087	03/15/2022	100.00
	1000-15-15100-513030-00000000-	199499	COM TX 030922/199499	73087	03/15/2022	116.00
	1000-15-15100-513030-00000000-	199499	COM TX 030922/199499	73087	03/15/2022	530.48
	1000-15-15100-513030-00000000-	199500	COM TX 030922/199500	73087	03/15/2022	172.00
	1000-15-15100-513030-00000000-	199544	COM TX 030922/199544	73087	03/15/2022	88.00
	1000-15-15100-513030-00000000-	199544	COM TX 030922/199544	73087	03/15/2022	367.20
	1000-15-15100-513030-00000000-	199386	COM TX 031422/199386	73315	03/15/2022	116.00
	1000-15-15100-513030-00000000-	199386	COM TX 031422/199386	73315	03/15/2022	477.36
	1000-00-00000-140101-00000000-	199560	TIRES	73315	03/22/2022	1,972.84
	1000-15-15100-513030-00000000-	199740	COM TX 032122/199740	73315	03/23/2022	135.00
	1000-15-15100-513030-00000000-	199740	COM TX 032122/199740	73315	03/23/2022	464.34
	Total Paid by Vendor					**6,389.52**
KENWORTH OF HUNTSVILLE	1000-15-15100-513030-00000000-	0640641568	COM TX 030322/0640641568	73139	03/15/2022	404.29
	1000-15-15100-513030-00000000-	0640641067	COM TX 030922/0640641067	73139	03/15/2022	49.60
	1000-15-15100-513030-00000000-	0640641067	COM TX 030922/0640641067	73139	03/15/2022	496.00
	Total Paid by Vendor					**949.89**
KONICA MINOLTA BUSINESS SOLUTIONS USA INC	1000-17-17100-515250-00000000-	278628641	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	73088	03/16/2022	225.65
	1000-17-17100-515250-00000000-	278628446	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	73088	03/16/2022	27.99
	1000-17-17100-515250-00000000-	278628182	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	73088	03/16/2022	30.99
	1000-17-17100-515250-00000000-	278628179	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	73088	03/16/2022	675.02
	1000-17-17100-515250-00000000-	278628086	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	73088	03/16/2022	5.69
	1000-17-17100-515250-00000000-	278627988	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	73088	03/16/2022	95.41
	1000-17-17100-515250-00000000-	278628642	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	73088	03/16/2022	88.50
	1000-17-17100-515250-00000000-	278584903	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	73317	03/22/2022	98.40
	Total Paid by Vendor					**1,247.65**
KRONOS INC	1000-17-17100-515250-00000000-	11888248	SOLE SOURCE KRONOS SW SUPPORT SERVICES FOR WPC	PCard	03/16/2022	3,785.60
	1000-17-17100-515250-00000000-	1185420	CREDIT APPLIED FOR OUTAGES FROM DEC. 21-JAN.2022	PCard	03/16/2022	(7,992.70)
	1000-17-17100-515250-00000000-	11876894	SOLE SOURCE KRONOS SW SUPPORT SERVICES FOR WPC	73212	03/21/2022	3,785.60
	Total Paid by Vendor					**(421.50)**
LAMAR AND ASSOCIATES LLC	1000-43-00000-515370-00000000-	SUB JUDGE 03/15/22	SUB JUDGE FOR MUNI COURT 3/15/22 MORNING DOCKET	73213	03/18/2022	322.50
	Total Paid by Vendor					**322.50**
LANDSCAPE ASSOCIATES INC	1000-52-52100-515370-00000000-	HM 13964	WEEKLY MAINTENANCE - MID CITY (BLANKET)	72976	03/15/2022	2,146.00
	Total Paid by Vendor					**2,146.00**
LANIER FORD SHAVER & PAYNE PC	1000-18-00000-515372-00000000-	153250	BLANKET - OUTSIDE LEGAL SERVICES	72977	03/14/2022	4,075.00
	1000-18-00000-515372-00000000-	153290	BLANKET - OUTSIDE LEGAL SERVICES	72977	03/14/2022	175.00
	1000-18-00000-515372-00000000-	153251	BLANKET - OUTSIDE LEGAL SERVICES	72977	03/14/2022	117.00
	1000-18-00000-515372-00000000-	153294	BLANKET - OUTSIDE LEGAL SERVICES	72977	03/14/2022	25.00
	1000-18-00000-515372-00000000-	153299	BLANKET - OUTSIDE LEGAL SERVICES	72977	03/14/2022	450.00
	1000-18-00000-515372-00000000-	153252	BLANKET - OUTSIDE LEGAL SERVICES	72977	03/14/2022	84.00
	1000-18-00000-515372-00000000-	153296	BLANKET - OUTSIDE LEGAL SERVICES	72977	03/14/2022	3,000.00
	1000-18-00000-515372-00000000-	153300	BLANKET - OUTSIDE LEGAL SERVICES	72977	03/14/2022	400.00
	1000-18-00000-515372-00000000-	153292	BLANKET - OUTSIDE LEGAL SERVICES	72977	03/14/2022	250.00
	1000-18-00000-515372-00000000-	153298	BLANKET - OUTSIDE LEGAL SERVICES	72977	03/14/2022	25.00
	1000-18-00000-515372-00000000-	153301	BLANKET - OUTSIDE LEGAL SERVICES	72977	03/14/2022	150.00
	1000-18-00000-515372-00000000-	153289	BLANKET - OUTSIDE LEGAL SERVICES	72977	03/14/2022	14,050.50
	Total Paid by Vendor					**22,801.50**
LEE COMPANY	1000-14-14300-513010-00000000-	00145548	BLANKET PO PLUMBING REPAIR SERVICES	72978	03/14/2022	4,123.50
	1000-14-14300-513010-00000000-	00150227 020822	BLANKET PO PLUMBING REPAIR SERVICES	72978	03/14/2022	3,228.12
	1000-14-14300-513010-00000000-	00159556	BLANKET PO PLUMBING REPAIR SERVICES	72978	03/14/2022	1,209.43
	1000-14-14300-513010-00000000-	00155151	BLANKET PO PLUMBING REPAIR SERVICES	72978	03/14/2022	2,086.11
	1000-14-14300-513010-00000000-	00156263	BLANKET PO PLUMBING REPAIR SERVICES	72978	03/14/2022	232.50
	1000-14-14300-513010-00000000-	00157321	BLANKET PO PLUMBING REPAIR SERVICES	72978	03/14/2022	980.00
	Total Paid by Vendor					**11,859.66**

LEES MAGIC TUNNEL	1000-15-15100-513030-00000000-	32002	COM TX 030722/32002	73089	03/15/2022	37.00
	1000-15-15100-513030-00000000-	32015	COM TX 032122/32015	73318	03/23/2022	37.00
	Total Paid by Vendor					**74.00**
LEES SPORTING GOODS INC	1000-14-14300-513010-00000000-	314953	SHURNEY CENTER-WO# 154662 REPLACE GOAL	73214	03/17/2022	1,418.79
	Total Paid by Vendor					**1,418.79**
LISA WARNER	1000-50-00000-515163-00000000-	98210	BLANKET LISP/RABIES/SPAY/NEUTER/MEDICAL	73203	03/17/2022	105.00
	1000-50-00000-515163-00000000-	98378	BLANKET LISP/RABIES/SPAY/NEUTER/MEDICAL	73203	03/17/2022	60.00
	1000-50-00000-515162-00000000-	98207	BLANKET LISP/RABIES/SPAY/NEUTER/MEDICAL	73203	03/17/2022	60.00
	1000-50-00000-515162-00000000-	98379	BLANKET LISP/RABIES/SPAY/NEUTER/MEDICAL	73203	03/17/2022	60.00
	1000-50-00000-515162-00000000-	98147	BLANKET LISP/RABIES/SPAY/NEUTER/MEDICAL	73203	03/17/2022	60.00
	Total Paid by Vendor					**345.00**
M & H FIRE AND SAFETY EQUIPMENT INC	1000-14-14300-513010-00000000-	104370	2022 BLANKET FIRE EXTINGUISHER SERVICES	73090	03/16/2022	1,307.90
	Total Paid by Vendor					**1,307.90**
MACKAY METERS INC	1000-53-53100-520500-00000000-	1060703	PARKING METERS	73091	03/16/2022	15,800.00
	1000-53-53100-520500-00000000-	1060702	SINGLE SPACE CREDIT CARD METERS	73091	03/16/2022	34,482.74
	Total Paid by Vendor					**50,282.74**
MADISON COUNTY AUTO PARTS INC	1000-15-15100-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	2.94
	1000-15-15100-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	3.59
	1000-15-15100-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	4.30
	1000-15-15100-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	5.48
	1000-15-15100-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	7.90
	1000-15-15100-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	9.79
	1000-15-15100-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	11.00
	1000-15-15100-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	12.60
	1000-15-15100-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	14.32
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1000-15-15100-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	834.42
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1000-15-15100-513030-00000000-	232523	NAPA TRX DATE 031622	73319	03/22/2022	3.15
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1000-15-15100-513030-00000000-	232523	NAPA TRX DATE 031622	73319	03/22/2022	8.22
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1000-15-15100-513030-00000000-	232523	NAPA TRX DATE 031622	73319	03/22/2022	10.29
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1000-15-15100-513030-00000000-	232523	NAPA TRX DATE 031622	73319	03/22/2022	11.00
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1000-15-15100-513030-00000000-	232523	NAPA TRX DATE 031622	73319	03/22/2022	54.94
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1000-15-15100-513030-00000000-	232523	NAPA TRX DATE 031622	73319	03/22/2022	87.34
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1000-15-15100-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	1.84
1000-15-15100-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	2.88
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1000-15-15100-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	3.59
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1000-15-15100-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	4.30
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1000-15-15100-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	5.40
1000-15-15100-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	5.48
1000-15-15100-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	6.44
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1000-15-15100-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	11.96
1000-15-15100-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	13.48
1000-15-15100-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	18.00
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1000-15-15100-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	36.43

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1000-15-15100-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	38.79
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1000-15-15100-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	52.20
1000-15-15100-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	54.12
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1000-15-15100-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	82.35
1000-15-15100-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	106.02
1000-15-15100-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	112.74
1000-15-15100-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	125.18
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1000-70-70200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	190.67
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1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	1.80
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1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	4.17
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	4.30
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1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	5.48
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	6.44
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	6.53
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1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	7.62
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	7.76
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1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	10.44
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1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	11.00
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1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	12.56
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1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	18.20
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1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	35.64
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	36.00

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1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	40.86
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1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	43.19
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	43.45
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	50.57
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1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	53.00
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1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	56.07
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1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	64.88
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	65.97
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	69.07
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	69.30
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1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	72.48
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	80.94
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1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	101.20
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	102.42
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	109.77
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1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	115.76
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	121.40
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	151.16
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	171.63
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	175.60
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	176.46
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	180.72
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	183.41
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	190.13
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	215.70
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	225.48
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	242.31
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	250.33
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	255.80
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	261.63
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	268.49
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	287.96
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	292.05
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	419.34
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	496.42
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	585.18
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	761.60
1000-15-15100-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	1,097.18
1000-70-70200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	161.08
1000-15-15100-513030-00000000-	232670	NAPARETURNTRAN 032122	73319	03/23/2022	(36.00)
1000-15-15100-513030-00000000-	232670	NAPARETURNTRAN 032122	73319	03/23/2022	(18.00)
1000-15-15100-513030-00000000-	232670	NAPARETURNTRAN 032122	73319	03/23/2022	(11.00)
1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	2.22
1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	2.94
1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	3.60
1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	4.30
1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	4.35

	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	5.47
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	5.88
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	6.49
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	7.34
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	9.00
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	11.30
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	11.33
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	12.18
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	13.64
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	14.02
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	14.20
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	14.41
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	15.41
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	16.44
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	17.09
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	18.12
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	20.43
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	20.44
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	21.85
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	23.49
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	29.30
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	32.37
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	37.56
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	42.85
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	43.13
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	44.52
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	46.50
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	50.57
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	51.27
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	51.30
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	84.14
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	86.29
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	129.06
	1000-15-15100-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	206.62
	1000-70-70200-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	2.94
	1000-70-70200-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	4.35
	Total Paid by Vendor					**38,331.34**
MADISON COUNTY COMMISSION	1000-00-00000-610031-00000000-	MAR'22 JAIL OPERATE	MAR JAIL OPER SPEC APP MONTHLY PYMT ORD 21-867	72980	03/15/2022	175,000.00
	1000-14-14100-515700-00000000-	MAR'22 JAIL OPERATE	MAR JAIL OPER SPEC APP MONTHLY PYMT ORD 21-867	72980	03/15/2022	(36,210.81)
	Total Paid by Vendor					**138,789.19**
MARSH USA, INC	1000-19-00000-515220-00000000-	1803403	NOTARY BOND FOR DEE THOMAS	73210	03/18/2022	50.00
	Total Paid by Vendor					**50.00**
MAULDIN AND JENKINS LLC	1000-13-13100-515370-00000000-	1246744	BLANKET PO AUDIT AGREEMENT RES 21-500 MONTHLY INV	73321	03/23/2022	24,000.00
	Total Paid by Vendor					**24,000.00**
MCGRIFF TIRE CO INC	1000-15-15100-513030-00000000-	4660033239	COM TX 030722/4660033239	73093	03/15/2022	40.00
	1000-15-15100-513030-00000000-	4660033263	COM TX 030722/4660033263	73093	03/15/2022	135.00
	1000-15-15100-513030-00000000-	4660033263	COM TX 030722/4660033263	73093	03/15/2022	670.60
	1000-00-00000-140101-00000000-	4660033608	TIRES	73323	03/22/2022	3,932.00
	1000-15-15100-513030-00000000-	4660033847	COM TX 032122/4660033847	73322	03/23/2022	3.00
	1000-15-15100-513030-00000000-	4660033847	COM TX 032122/4660033847	73322	03/23/2022	15.00
	1000-15-15100-513030-00000000-	4660033847	COM TX 032122/4660033847	73322	03/23/2022	16.00
	1000-15-15100-513030-00000000-	4660033847	COM TX 032122/4660033847	73322	03/23/2022	175.00
	1000-15-15100-513030-00000000-	4660033847	COM TX 032122/4660033847	73322	03/23/2022	592.20
	Total Paid by Vendor					**5,578.80**
MCPHERSON COMPANIES INC	1000-00-00000-140101-00000000-	957509	FUEL	73094	03/15/2022	10,972.77
	Total Paid by Vendor					**10,972.77**
MERRILL KAY HUDNALL	1000-50-00000-515340-00000000-	1/5/22-1/28/22	BLANKET FOR RELIEF VET	73324	03/23/2022	3,725.00
	Total Paid by Vendor					**3,725.00**
MICHEAL E AUFFENORDE PC	1000-19-00000-515190-00000000-	CLAIM FY18-076	SETTLEMENT OF CASE 47-CV-2020-900037 FY18-076	73164	03/18/2022	3,000.00
	Total Paid by Vendor					**3,000.00**
MICHELE T HATCHER CHAPTER 13 TRUSTEE	1000-00-00000-210180-00000000-	258252	Payroll Run 1 - Warrant 220320	73268	03/25/2022	8,493.00
	Total Paid by Vendor					**8,493.00**

MICHIGAN STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	258263	Payroll Run 1 - Warrant 220320	73269	03/25/2022	332.64
	Total Paid by Vendor					**332.64**
MOBILE COMMUNICATIONS AMERICA INC	1000-17-17100-515070-00000000-	80080904	FY22 BLANKET PO SOLE SOURCE MCA 400MHZ RADIOS COH	73326	03/23/2022	697.27
	Total Paid by Vendor					**697.27**
MODEL ENVIRONMENT LLC	1000-52-52100-515370-00000000-	INV016	HOMELESS CAMP CLEANUP (BLANKET)	73327	03/23/2022	1,350.00
	Total Paid by Vendor					**1,350.00**
MOTOROLA SOLUTIONS	1000-42-42100-515340-00000000-	8281320158	AUDIO REMOTE SPEAKERS	PCard	03/17/2022	1,694.80
	1000-42-42100-515340-00000000-	8230354807	TRUCK RADIO VHF	73218	03/17/2022	150.00
	1000-42-42100-515340-00000000-	8281297984	TRUCK RADIO VHF	73218	03/17/2022	1,461.00
	1000-42-42100-515340-00000000-	8281306649	BLUETOOTH HANDHELD CHIEF MCFARLEN	73218	03/17/2022	46.80
	Total Paid by Vendor					**3,352.60**
MUNICIPAL EMERGENCY SERVICES	1000-42-42100-515340-00000000-	IN1687394	PAC MOUNTS FOR HAZ MAT 15	73325	03/23/2022	327.60
	Total Paid by Vendor					**327.60**
NAPS INC	1000-16-16100-515370-00000000-	4967	NAPS (OUTSIDE PROFESSIONAL SERVICES)-BLANKET PO	73221	03/18/2022	1,236.25
	Total Paid by Vendor					**1,236.25**
NATIONWIDE RETIREMENT SOLUTIONS	1000-00-00000-210220-00000000-	NATIONWDE CNT 220320	NATIONWIDE CONTRIBUTIONS 220320	73255	03/22/2022	95,525.51
	Total Paid by Vendor					**95,525.51**
NEXAIR LLC	1000-55-55400-515340-00000000-	0009652889	FY22 CYLINDER MAINTENANCE BLANKET	73222	03/18/2022	114.09
	1000-75-75200-515340-00000000-	0009634282	CYLINDER MAINTENANCE ***BLANKET PO***	73330	03/23/2022	59.41
	1000-15-15100-515340-00000000-	0009564720	CYLINDER MAINTENANCE (BLANKET)	73330	03/23/2022	444.25
	Total Paid by Vendor					**617.75**
NORTH ALABAMA SPAY NEUTER CLINIC	1000-50-00000-515163-00000000-	1967767	BLANKET LISP/SPAY/NEUTER/RABIES	73332	03/22/2022	325.00
	1000-50-00000-515162-00000000-	1967768	BLANKET LISP/SPAY/NEUTER/RABIES	73332	03/22/2022	60.00
	1000-50-00000-515163-00000000-	1967768	BLANKET LISP/SPAY/NEUTER/RABIES	73332	03/22/2022	60.00
	1000-50-00000-515162-00000000-	1972068	BLANKET LISP/SPAY/NEUTER/RABIES	73332	03/22/2022	120.00
	1000-50-00000-515163-00000000-	1972068	BLANKET LISP/SPAY/NEUTER/RABIES	73332	03/22/2022	215.00
	Total Paid by Vendor					**780.00**
NORTH AMERICA FIRE EQUIPMENT CO INC	1000-42-42100-515340-00000000-	1130708	HYDRANT GATE VALVE & SWIVEL ADAPTER	73100	03/16/2022	796.02
	1000-42-42100-515050-00000000-	1130740	FIREFIGHTING BOOTS FOR NEW CADETS	73100	03/16/2022	9,108.00
	1000-42-42100-515340-00000000-	1130765	SPARE FLASHLIGHTS AND BATTERIES	73100	03/16/2022	1,572.56
	1000-42-42100-515340-00000000-	1130782	INDIAN SPRAYERS AND BAGS FOR TRAINING	73100	03/16/2022	269.96
	1000-42-42100-515790-00000000-	1130782	INDIAN SPRAYERS AND BAGS FOR TRAINING	73100	03/16/2022	602.25
	Total Paid by Vendor					**12,348.79**
NUCO2 SUPPLY LLC	1000-30-30600-515340-00000000-	69150946	BLANKET CO2 AQUATICS CNTR FY22 (SOLE SOURCE)	73101	03/16/2022	1,392.84
	Total Paid by Vendor					**1,392.84**
NXTSTEP CRIMINAL LAW	1000-43-00000-515043-00000000-	407	INDIGENT DEFENSE SERVICES 11163141	PCard	03/24/2022	357.00
	1000-43-00000-515043-00000000-	408	INDIGENT DEFENSE SERVICES 11163141	PCard	03/24/2022	308.00
	Total Paid by Vendor					**665.00**
NYS CHILD SUPPORT PROCESSING (SDU)	1000-00-00000-210180-00000000-	258251	Payroll Run 1 - Warrant 220320	73270	03/25/2022	11.53
	Total Paid by Vendor					**11.53**
OCCUPATIONAL HEALTH GROUP	1000-16-16300-515370-00000000-	160488	INVOICES FOR MRO DRUG SCREENS	73103	03/16/2022	477.50
	1000-16-16300-515370-00000000-	162978	INVOICES FOR MRO DRUG SCREENS	73103	03/16/2022	1,033.00
	1000-16-16300-515370-00000000-	189046	INVOICES FOR MRO DRUG SCREENS	73103	03/16/2022	1,507.50
	1000-16-16300-515370-00000000-	188395	INVOICES FOR MRO DRUG SCREENS	73103	03/16/2022	49.50
	1000-16-16300-515370-00000000-	187452	INVOICES FOR MRO DRUG SCREENS	73103	03/16/2022	1,563.50
	1000-16-16300-515370-00000000-	183882	INVOICES FOR MRO DRUG SCREENS	73103	03/16/2022	618.00
	1000-16-16300-515370-00000000-	183511	INVOICES FOR MRO DRUG SCREENS	73103	03/16/2022	79.50
	1000-16-16300-515370-00000000-	182311	INVOICES FOR MRO DRUG SCREENS	73103	03/16/2022	1,812.50
	1000-16-16300-515370-00000000-	177363	INVOICES FOR MRO DRUG SCREENS	73103	03/16/2022	1,958.00
	1000-16-16300-515370-00000000-	190868	INVOICES FOR MRO DRUG SCREENS	73103	03/16/2022	1,733.00
	1000-16-16300-515370-00000000-	194000	INVOICES FOR MRO DRUG SCREENS	73103	03/16/2022	1,308.00
	1000-16-16100-515370-00000000-	194496	AUDIOGRAM/EBT INITIAL	73336	03/23/2022	252.00
	1000-16-16100-515370-00000000-	190603	OHG FIT FOR DUTY	73336	03/23/2022	180.00
	1000-16-16100-515370-00000000-	196177	OHG FIT FOR DUTY	73336	03/23/2022	180.00
	1000-16-16100-515370-00000000-	196195	AUDIOGRAM	73336	03/23/2022	33.00
	Total Paid by Vendor					**12,785.00**
OCR WATER & FIRE PROTECTION AUTHORITY	1000-14-14100-515700-00000000-	010-01147-01012022	2022 BLANKET PO - FS# 19 UTILITIES WATER SERVICES	73339	03/22/2022	17.56
	1000-14-14100-515700-00000000-	010-01146-01012022	2022 BLANKET PO - FS# 19 UTILITIES WATER SERVICES	73339	03/22/2022	188.01
	Total Paid by Vendor					**205.57**
OFFICE FURNITURE OUTLET INC	1000-52-52600-515340-00000000-	220090	FURNITURE FOR NORTH MAINTENANCE	73333	03/23/2022	475.00
	Total Paid by Vendor					**475.00**

OFFICE PRIDE OF NORTH ALABAMA INC	1000-14-14310-515370-00000000-	INV-75474	2022 BLANKET PO JANITORIAL SERVICES	73102	03/16/2022	116.40
	1000-14-14310-515370-00000000-	INV-75472	2022 BLANKET PO JANITORIAL SERVICES	73102	03/16/2022	79.22
	1000-14-14310-515370-00000000-	INV-75469	2022 BLANKET PO JANITORIAL SERVICES	73102	03/16/2022	402.56
	1000-14-14310-515370-00000000-	INV-75304	2022 BLANKET PO JANITORIAL SERVICES	73102	03/16/2022	987.53
	1000-14-14310-515370-00000000-	INV-75468	2022 BLANKET PO JANITORIAL SERVICES	73102	03/16/2022	3,321.63
	1000-14-14310-515370-00000000-	INV-70974	2022 BLANKET PO JANITORIAL SERVICES	73102	03/16/2022	36.00
	1000-14-14310-515370-00000000-	INV-70980	2022 BLANKET PO JANITORIAL SERVICES	73102	03/16/2022	150.00
	1000-14-14310-515370-00000000-	INV-70983	2022 BLANKET PO JANITORIAL SERVICES	73102	03/16/2022	110.00
	1000-14-14310-515370-00000000-	INV-70981	2022 BLANKET PO JANITORIAL SERVICES	73102	03/16/2022	752.42
	1000-14-14310-515370-00000000-	INV-70982	2022 BLANKET PO JANITORIAL SERVICES	73102	03/16/2022	1,796.39
	1000-14-14310-515370-00000000-	INV-71033	2022 BLANKET PO JANITORIAL SERVICES MONTHLY	73102	03/16/2022	145,433.91
	1000-14-14310-515370-00000000-	INV-75641	2022 BLANKET PO JANITORIAL SERVICES	73334	03/22/2022	1,917.43
	1000-14-14310-515370-00000000-	INV-75799	2022 BLANKET PO JANITORIAL SERVICES	73334	03/23/2022	18.00
	1000-14-14310-515370-00000000-	INV-75800	2022 BLANKET PO JANITORIAL SERVICES	73334	03/23/2022	150.00
	Total Paid by Vendor					**155,271.49**
OHD LLLP	1000-42-42100-515340-00000000-	80871	MASK FIT TEST MACHINE CALIBRATION	73335	03/23/2022	860.00
	Total Paid by Vendor					**860.00**
ON LINE INFORMATION SERVICE INC	1000-16-16100-515370-00000000-	13402 030122	OUTSIDE PROFESSIONAL SERVICES -BLANKET PO	72994	03/14/2022	140.00
	1000-41-41204-515340-00000000-	17852-030122	ALACOURT SUBSCRIPTION BLANKET PO	73338	03/23/2022	120.80
	Total Paid by Vendor					**260.80**
P MICHAEL COLE LLC	1000-19-00000-515370-00000000-	2022-D03	BLANKET - LOBBYING SERVICES	73340	03/22/2022	14,575.00
	Total Paid by Vendor					**14,575.00**
PARK SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S2113539.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73105	03/16/2022	311.98
	1000-14-14300-513010-00000000-	S2113533.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73105	03/16/2022	18.80
	1000-14-14300-513010-00000000-	S2113547.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73105	03/16/2022	3.61
	1000-14-14300-513010-00000000-	S2113921.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73105	03/16/2022	12.71
	1000-14-14300-513010-00000000-	S2115215.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73105	03/16/2022	97.12
	1000-14-14300-513010-00000000-	S2115212.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73105	03/16/2022	656.11
	1000-14-14300-513010-00000000-	S2115418.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73105	03/16/2022	781.24
	1000-14-14300-513010-00000000-	S2117914.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73105	03/16/2022	16.87
	1000-14-14300-513010-00000000-	S2114182.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73105	03/16/2022	242.00
	1000-41-41203-515340-00000000-	S2114896.001	WEST PREC DRINK STATION	73105	03/16/2022	1,231.58
	1000-14-14300-513010-00000000-	S2116263.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73105	03/16/2022	31.20
	1000-14-14300-513010-00000000-	S2116936.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	73105	03/16/2022	275.69
	Total Paid by Vendor					**3,678.91**
PARTEK SOLUTIONS	1000-41-41100-515340-00000000-	26105	THERMAL PAPER FOR PATROL VEHICLES	PCard	03/24/2022	3,234.00
	Total Paid by Vendor					**3,234.00**
PASSPORT LABS INC	1000-53-53100-515340-00000000-	INV-1028916	MOBILE PAY PARKING TRANSACTION FEE - BLANKET	73341	03/22/2022	1,179.75
	Total Paid by Vendor					**1,179.75**
PCARD PAYMENTS	1000-14-14300-513010-00000000-	258007	MATERIALS PURCHASED TO REPAIR WALL PAPER PER WO 15	PCard	03/15/2022	39.94
	1000-14-14300-513010-00000000-	258008	MATERIALS PURCHASED TO REPAIR SUPPLY STORAGE ROOM	PCard	03/15/2022	29.94
	1000-14-14300-513010-00000000-	258009	MATERIALS PURCHASED TO REPAIR SUPPLY STORAGE ROOM	PCard	03/15/2022	4.27
	1000-14-14300-513010-00000000-	258010	MATERIALS PURCHASED TO ASSIST IN REPAIRS/REPLACING	PCard	03/15/2022	23.94
	1000-14-14300-513010-00000000-	258011	PROPANE FOR FORKLIFT TO BE USED AS NEEDED FOR REPA	PCard	03/15/2022	49.04
	1000-14-14300-513010-00000000-	258012	MATERIALS PURCHASED TO LOWER OUTLET PER WO 154848	PCard	03/15/2022	76.06
	1000-14-14300-513010-00000000-	258013	MATERIALS PURCHASED TO INSTALL LIGHTS ALONG CANOPY	PCard	03/15/2022	77.65
	1000-16-16100-515370-00000000-	258014	SALGBA- REGISTRATION FOR SHAUNDRIKA EDWARDS NEW BE	PCard	03/15/2022	375.00
	1000-55-55400-515340-00000000-	258015	PURIFIED DRINKING WATER	PCard	03/15/2022	322.56
	1000-70-70200-515340-00000000-	258016	SUPPLIES FOR PEARL AVE	PCard	03/15/2022	30.89
	1000-14-14300-513010-00000000-	258017	MATERIALS PURCHASED TO REPAIR WATER FOUNTAIN PER W	PCard	03/15/2022	200.22
	1000-74-74100-515340-00000000-	258018	ZOOM SUBSCRIBER FEE	PCard	03/15/2022	14.99
	1000-10-10300-515340-00000000-	258021	PAYPAL - JOHNATHAN SLOCOMB JITH 2022 DEPOSIT	PCard	03/15/2022	1,500.00
	1000-10-00000-515340-00000000-	258022	ZOOM.US 888-799-9666 - MARCH 2022 SUBSCRIPTION	PCard	03/15/2022	14.99
	1000-43-00000-515340-00000000-	258023	WAL-MART #0375 / DRUG LAB WATER	PCard	03/15/2022	37.80
	1000-43-00000-515340-00000000-	258024	AMZN Mktp US / RECEIPT PAPER - ITEM WAS ON BACKORD	PCard	03/15/2022	133.80
	Total Paid by Vendor					**2,931.09**
PEOPLETEC, INC.	1000-17-17100-515370-00000000-	I05793	21-783 VULNERABILITY ASSESSMENT/PENETRATION TEST	72995	03/15/2022	24,892.88
	1000-17-17100-515370-00000000-	I05981	21-783 VULNERABILITY ASSESSMENT/PENETRATION TEST	72995	03/15/2022	7,812.50
	1000-17-17100-515370-00000000-	I06082	21-783 VULNERABILITY ASSESSMENT/PENETRATION TEST	72995	03/15/2022	25,038.00
	1000-17-17100-515370-00000000-	I06184	21-783 VULNERABILITY ASSESSMENT/PENETRATION TEST	72995	03/15/2022	2,291.00
	Total Paid by Vendor					**60,034.38**
PERFORMANCE TIRE & SERVICE CENTER LLC	1000-00-00000-140101-00000000-	95174	TIRES	73343	03/22/2022	3,552.56

	1000-00-00000-140101-00000000-	95130	TIRES	73343	03/22/2022	371.88
	1000-00-00000-140101-00000000-	95119	TIRES	73343	03/22/2022	714.70
	1000-15-15100-513030-00000000-	95272	COM TX 032122/95272	73343	03/23/2022	270.36
	Total Paid by Vendor					**4,909.50**
PIONEER CREDIT RECOVERY INC	1000-00-00000-210180-00000000-	258265	Payroll Run 1 - Warrant 220320	73271	03/25/2022	160.87
	Total Paid by Vendor					**160.87**
PORTER ROOFING CONTRACTORS INC	1000-14-14300-513010-00000000-	13468	2022 BLANKET PO - ROOF REPAIRS	73225	03/18/2022	107.63
	1000-14-14300-513010-00000000-	13404	2022 BLANKET PO - ROOF REPAIRS	73345	03/22/2022	152.81
	1000-14-14300-513010-00000000-	13442	2022 BLANKET PO - ROOF REPAIRS	73345	03/22/2022	282.17
	Total Paid by Vendor					**542.61**
PPG PITTSBURGH PAINTS	1000-52-52300-515340-00000000-	922802150211	FIELD MARKING PAINT FOR SPORTS DIVISION	73106	03/16/2022	3,600.00
	Total Paid by Vendor					**3,600.00**
PRO ELECTRIC INC	1000-14-14300-513010-00000000-	W71569	2022 BLANKET PO BALLFIELD LIGHT REPAIRS	73107	03/16/2022	4,201.40
	1000-14-14300-513010-00000000-	W43142	SANDRA MOON PICKLEBALL R/R INSTALL HEATERS	73107	03/16/2022	1,506.26
	1000-14-14300-513010-00000000-	W71566	2022 BLANKET PO BALLFIELD LIGHT REPAIRS	73107	03/16/2022	2,325.20
	1000-14-14300-513010-00000000-	W71571	2022 BLANKET PO BALLFIELD LIGHT REPAIRS	73107	03/16/2022	3,291.37
	1000-14-14300-513010-00000000-	W71573	2022 BLANKET PO BALLFIELD LIGHT REPAIRS	73107	03/16/2022	1,072.50
	1000-14-14300-513010-00000000-	W43154	2022 BLANKET PO FOR ELECTRICAL	73107	03/16/2022	1,006.25
	1000-14-14300-513010-00000000-	W43159	2022 BLANKET PO FOR ELECTRICAL	73227	03/18/2022	390.00
	1000-17-17400-515340-00000000-	W43146	PRO ELECTRIC PROPOSAL FOR ITS/JOSHUA SMITH PROJECT	73346	03/23/2022	1,065.16
	1000-53-53200-513010-PK1040XX-	W43163	POWER ISSUE FOR LIGHTS @ GARAGE "O"	73346	03/23/2022	444.00
	Total Paid by Vendor					**15,302.14**
PRO-AIR SERVICES INC	1000-14-14300-513010-00000000-	99257	2022 BLANKET PO HVAC REPAIRS	73108	03/16/2022	216.00
	1000-14-14300-513010-00000000-	99255	2022 BLANKET PO HVAC REPAIRS	73108	03/16/2022	789.21
	1000-14-14300-513010-00000000-	99260	2022 BLANKET PO HVAC REPAIRS	73108	03/16/2022	227.77
	1000-14-14300-513010-00000000-	99256	2022 BLANKET PO HVAC REPAIRS	73108	03/16/2022	216.00
	1000-14-14300-513010-00000000-	99258	2022 BLANKET PO HVAC REPAIRS	73108	03/16/2022	216.00
	1000-14-14300-513010-00000000-	99259	2022 BLANKET PO HVAC REPAIRS	73108	03/16/2022	1,211.65
	1000-14-14300-513010-00000000-	99261	2022 BLANKET PO HVAC REPAIRS	73108	03/16/2022	990.82
	1000-14-14300-513010-00000000-	99254	2022 BLANKET PO HVAC REPAIRS	73228	03/17/2022	3,650.54
	1000-14-14300-513010-00000000-	99289	2022 BLANKET PO HVAC REPAIRS	73347	03/23/2022	1,019.13
	Total Paid by Vendor					**8,537.12**
PROLOGIC ITS LLC	1000-41-41303-515340-00000000-	INV01212	BWC'S FOR CADETS	PCard	03/24/2022	13,723.60
	Total Paid by Vendor					**13,723.60**
RED RIVER SPECIALTIES INC	1000-52-52600-513010-00000000-	772794	CHEMICALS FOR NORTH MAINTENANCE	73002	03/15/2022	3,286.80
	1000-52-52700-513010-00000000-	771884	CHEMICALS FOR SOUTH MAINT	73002	03/15/2022	3,061.25
	1000-52-52600-513010-00000000-	772657	CHEMICALS FOR NORTH MAINTENANCE	73230	03/21/2022	2,490.00
	1000-52-52300-515340-00000000-	CREDIT 3/22/22	HERBICIDES FOR DOWNTOWN USE	PCard	03/22/2022	(10.28)
	Total Paid by Vendor					**8,827.77**
REFUND PAYMENTS	1000-12-00000-410100-00000000-	REFUND #776790	PETITION FOR REF.OF TAXES $50 PAID ERRORONEOUSLY	73004	03/14/2022	50.00
	1000-12-00000-410100-00000000-	REFUND #777648	PETITION FOR REF OF TAXES $100.02 PAID ERRONIOUSLY	73005	03/14/2022	100.02
	1000-12-00000-410100-00000000-	REFUND #473779	PETITION FOR REF OF TAXES $165 PAID ERRONIOUSLY	73006	03/14/2022	165.00
	1000-12-00000-410100-00000000-	REFUND #766071	PETITION FOR REF OF TAXES $200 PAID ERRONIOUSLY	73007	03/14/2022	200.00
	1000-30-30604-422170-00000000-	M. LANGHAM 030422	AUTOBILL SCHED. NOT DELETED BY MISTAKE 9/1/21	73110	03/16/2022	90.00
	1000-50-00000-425124-00000000-	RCPT R22-008587	REFUND PET LICENSES-DOES NOT LIVE IN HUNTSVILLE	73109	03/17/2022	70.00
	1000-12-00000-410100-00000000-	BL REFUND CASE 22	TP REPORTED GROSS RENTAL INSTEAD OF GROSS MGMT FEE	73232	03/18/2022	3,591.92
	Total Paid by Vendor					**4,266.94**
REGIONS BANK	1000-19-00000-515040-00000000-	100714	ANNUAL FEES DUE 5/1/22: 2012-A BI #4721	73010	03/15/2022	825.00
	1000-19-00000-515040-00000000-	100715	ANNUAL FEES DUE 5/1/22: 2015-B BI#6791	73010	03/15/2022	825.00
	Total Paid by Vendor					**1,650.00**
REGIONS BANK	1000-19-00000-515040-00000000-	22020002970	MONTHLY BANK FEES W/REGIONS BANK-BLANKET PO	73348	03/22/2022	1,171.47
	Total Paid by Vendor					**1,171.47**
REIMBURSEMENT PAYMENTS	1000-00-00000-110108-00000000-	2022 PANOPLY	CHANGE MONEY FOR PANOPLY.	73111	03/16/2022	2,000.00
	1000-00-00000-110108-00000000-	FOUNTAIN CIR PAY STA	CHANGE MONEY FOR PAY STATION AT FOUNTAIN CIR	73112	03/16/2022	2,600.00
	Total Paid by Vendor					**4,600.00**
REPUBLIC SERVICES INC	1000-14-14310-515370-00000000-	0979-000957217	2022 BLANKET REFUSE SERVICES	73113	03/16/2022	980.00
	1000-55-55300-515730-00000000-	0979-000937165	CITY DUMPSTER OCTOBER 2021	73350	03/23/2022	84.87
	1000-55-55400-515730-00000000-	0979-000937165	CITY DUMPSTER OCTOBER 2021	73350	03/23/2022	169.74
	Total Paid by Vendor					**1,234.61**
RETIREMENT SYSTEMS OF ALABAMA	1000-00-00000-210160-00000000-	RSA EE/ER CST 220306	RSA EE/ER COSTS WARRANT 220306	72903	03/15/2022	1,005,525.07
	Total Paid by Vendor					**1,005,525.07**
RIPPLEWORX INC	1000-41-41100-515370-00000000-	1095	RIPPLEWORX SOFTWARE-BLANKET PO	PCard	03/24/2022	37,500.00

	Total Paid by Vendor					**37,500.00**
ROCKET CITY FEDERAL CREDIT UNION	1000-14-14300-515460-00000000-	042022	2022 BLANKET PO LEASE FOR FIRE SUPPLY SPACE	PCard	03/24/2022	8,000.00
	Total Paid by Vendor					**8,000.00**
SAFETY KLEEN SYSTEMS INC	1000-15-15100-515340-00000000-	88120840	CLEANERS/SOLVENTS/DISPOSAL (BLANKET)	73122	03/15/2022	2,477.00
	Total Paid by Vendor					**2,477.00**
SCOTT LIGHTING SUPPLY CO	1000-14-14300-513010-00000000-	121038	2022 BLANKET PO -ELECTRICAL ITEMS	73123	03/16/2022	109.20
	1000-14-14300-513010-00000000-	121023	2022 BLANKET PO -ELECTRICAL ITEMS	73123	03/16/2022	109.20
	1000-14-14300-513010-00000000-	121019	2022 BLANKET PO -ELECTRICAL ITEMS	73123	03/16/2022	14.75
	1000-14-14300-513010-00000000-	121005	2022 BLANKET PO -ELECTRICAL ITEMS	73123	03/16/2022	8.16
	1000-14-14300-513010-00000000-	120961	2022 BLANKET PO -ELECTRICAL ITEMS	73123	03/16/2022	12.66
	1000-14-14300-513010-00000000-	121024	2022 BLANKET PO -ELECTRICAL ITEMS	73123	03/16/2022	165.90
	1000-14-14300-513010-00000000-	121044	2022 BLANKET PO -ELECTRICAL ITEMS	73123	03/16/2022	54.60
	1000-14-14300-513010-00000000-	121070	2022 BLANKET PO -ELECTRICAL ITEMS	73123	03/16/2022	595.17
	1000-14-14300-513010-00000000-	121072	2022 BLANKET PO -ELECTRICAL ITEMS	73123	03/16/2022	61.77
	1000-14-14300-513010-00000000-	121040	2022 BLANKET PO -ELECTRICAL ITEMS	73123	03/16/2022	136.25
	1000-14-14300-513010-00000000-	121147	2022 BLANKET PO -ELECTRICAL ITEMS	73236	03/18/2022	54.60
	1000-14-14300-513010-00000000-	121161	2022 BLANKET PO -ELECTRICAL ITEMS	73356	03/23/2022	45.90
	1000-14-14300-513010-00000000-	121177	2022 BLANKET PO -ELECTRICAL ITEMS	73356	03/23/2022	439.80
	1000-14-14300-513010-00000000-	121209	2022 BLANKET PO -ELECTRICAL ITEMS	PCard	03/24/2022	176.50
	Total Paid by Vendor					**1,984.46**
SERVICEWEAR APPAREL	1000-52-52500-515670-00000000-	0047044315	UNIFORMS-LANDSCAPE MGT (BLANKET)	73126	03/16/2022	166.32
	1000-52-52500-515670-00000000-	0046997353	UNIFORMS-LANDSCAPE MGT (BLANKET)	73126	03/16/2022	137.79
	1000-14-14200-515670-00000000-	0046997338	UNIFORMS-GENERAL SERVICES (BLANKET)	73238	03/17/2022	27.04
	1000-53-53200-515670-00000000-	0047109958	UNIFORMS - PARKING (BLANKET)	73239	03/17/2022	91.84
	1000-15-15100-515670-00000000-	0047124782	UNIFORMS-FLEET SERVICES (BLANKET)	73240	03/17/2022	242.37
	1000-50-00000-515670-00000000-	0047109973	UNIFORMS-ANIMAL SERVICES (BLANKET)	73239	03/17/2022	93.42
	1000-50-00000-515670-00000000-	0047109962	UNIFORMS-ANIMAL SERVICES (BLANKET)	73239	03/17/2022	73.52
	1000-50-00000-515670-00000000-	0047109965	UNIFORMS-ANIMAL SERVICES (BLANKET)	73239	03/17/2022	115.24
	1000-52-52600-515670-00000000-	0047079287	UNIFORMS-LANDSCAPE MGT (BLANKET)	73239	03/17/2022	104.60
	1000-52-52500-515670-00000000-	0047079285	UNIFORMS-LANDSCAPE MGT (BLANKET)	73238	03/17/2022	66.48
	1000-52-52200-515670-00000000-	0047079283	UNIFORMS-LANDSCAPE MGT (BLANKET)	73240	03/17/2022	202.85
	1000-52-52500-515670-00000000-	0047079282	UNIFORMS-LANDSCAPE MGT (BLANKET)	73240	03/17/2022	220.48
	1000-15-15100-515670-00000000-	0047079277	UNIFORMS-FLEET SERVICES (BLANKET)	73240	03/17/2022	247.58
	1000-55-55400-515670-00000000-	0047079288	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73239	03/17/2022	83.70
	1000-52-52700-515670-00000000-	0047109953	UNIFORMS-LANDSCAPE MGT (BLANKET)	73238	03/17/2022	59.94
	1000-52-52700-515670-00000000-	0047109947	UNIFORMS-LANDSCAPE MGT (BLANKET)	73240	03/17/2022	223.40
	1000-52-52600-515670-00000000-	0047109955	UNIFORMS-LANDSCAPE MGT (BLANKET)	73239	03/17/2022	73.92
	1000-52-52600-515670-00000000-	0047109957	UNIFORMS-LANDSCAPE MGT (BLANKET)	73239	03/17/2022	83.11
	1000-52-52600-515670-00000000-	0047109930	UNIFORMS-LANDSCAPE MGT (BLANKET)	73240	03/17/2022	144.59
	1000-52-52500-515670-00000000-	0047044318	UNIFORMS-LANDSCAPE MGT (BLANKET)	73240	03/17/2022	166.32
	1000-52-52500-515670-00000000-	0047109929	UNIFORMS-LANDSCAPE MGT (BLANKET)	73239	03/17/2022	135.96
	1000-52-52500-515670-00000000-	0047044317	UNIFORMS-LANDSCAPE MGT (BLANKET)	73240	03/17/2022	154.85
	1000-52-52500-515670-00000000-	0047089749	UNIFORMS-LANDSCAPE MGT (BLANKET)	73239	03/17/2022	118.35
	1000-52-52300-515670-00000000-	0047109956	UNIFORMS-LANDSCAPE MGT (BLANKET)	73240	03/17/2022	142.31
	1000-52-52300-515670-00000000-	0047109949	UNIFORMS-LANDSCAPE MGT (BLANKET)	73240	03/17/2022	156.39
	1000-52-52300-515670-00000000-	0047109952	UNIFORMS-LANDSCAPE MGT (BLANKET)	73240	03/17/2022	156.48
	1000-52-52300-515670-00000000-	0047109950	UNIFORMS-LANDSCAPE MGT (BLANKET)	73239	03/17/2022	133.41
	1000-52-52300-515670-00000000-	0047109951	UNIFORMS-LANDSCAPE MGT (BLANKET)	73239	03/17/2022	102.26
	1000-52-52100-515670-00000000-	0047109948	UNIFORMS-LANDSCAPE MGT (BLANKET)	73238	03/17/2022	40.01
	1000-55-55400-515670-00000000-	0044168081	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73237	03/17/2022	17.65
	1000-55-55400-515670-00000000-	0044241971	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73240	03/17/2022	172.55
	1000-55-55100-515670-00000000-	0046997330	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73239	03/17/2022	130.60
	1000-55-55400-515670-00000000-	0047009842	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73238	03/17/2022	48.47
	1000-55-55400-515670-00000000-	0047009843	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73238	03/17/2022	39.72
	1000-55-55400-515670-00000000-	0047009844	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73238	03/17/2022	22.07
	1000-55-55400-515670-00000000-	0047009846	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73238	03/17/2022	66.21
	1000-55-55400-515670-00000000-	0047021785	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73239	03/17/2022	79.44
	1000-55-55400-515670-00000000-	0047055748	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73239	03/17/2022	70.60
	1000-53-53100-515670-00000000-	0047124765	UNIFORMS - PARKING (BLANKET)	73238	03/17/2022	37.64
	1000-53-53300-515670-00000000-	0047124767	UNIFORMS - PARKING (BLANKET)	73239	03/17/2022	100.81
	1000-53-53300-515670-00000000-	0047124778	UNIFORMS - PARKING (BLANKET)	73240	03/17/2022	166.98
	1000-14-14310-515670-00000000-	0047009831	UNIFORMS-GENERAL SERVICES (BLANKET)	73239	03/17/2022	73.86

		1000-14-14300-515670-00000000-	0047009834	UNIFORMS-GENERAL SERVICES (BLANKET)	73239	03/17/2022	141.24
		1000-70-70200-515670-00000000-	0047148517	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	73240	03/18/2022	267.10
		1000-70-70200-515670-00000000-	0047171468	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	73240	03/18/2022	178.66
		1000-70-70200-515670-00000000-	0047099863	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	73239	03/18/2022	125.98
		1000-70-70200-515670-00000000-	0047171467	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	73239	03/18/2022	125.98
		1000-70-70200-515670-00000000-	0047181368	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	73238	03/18/2022	63.79
		1000-70-70200-515670-00000000-	0047171464	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	73239	03/18/2022	125.98
		1000-70-70200-515670-00000000-	0047181365	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	73238	03/18/2022	63.79
		1000-70-70200-515670-00000000-	0047191981	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	73238	03/18/2022	63.79
		1000-14-14300-515670-00000000-	0044255176	UNIFORMS-GENERAL SERVICES (BLANKET)	73240	03/18/2022	229.71
		1000-14-14300-515670-00000000-	0044255175	UNIFORMS-GENERAL SERVICES (BLANKET)	73240	03/18/2022	202.60
		1000-14-14300-515670-00000000-	0047109927	UNIFORMS-GENERAL SERVICES (BLANKET)	73238	03/18/2022	63.79
		1000-14-14310-515670-00000000-	0044255174	UNIFORMS-GENERAL SERVICES (BLANKET)	73240	03/18/2022	162.90
		1000-14-14300-515670-00000000-	0047136750	UNIFORMS-GENERAL SERVICES (BLANKET)	73238	03/18/2022	65.00
		1000-14-14310-515670-00000000-	0047109933	UNIFORMS-GENERAL SERVICES (BLANKET)	73238	03/18/2022	39.96
		1000-14-14200-515670-00000000-	0046997341	UNIFORMS-GENERAL SERVICES (BLANKET)	73239	03/18/2022	102.07
		1000-14-14310-515670-00000000-	0044255180	UNIFORMS-GENERAL SERVICES (BLANKET)	73240	03/18/2022	206.95
		1000-74-74200-515670-00000000-	0047191980	UNIFORMS-GIS (BLANKET)	73238	03/21/2022	63.79
		1000-74-74200-515670-00000000-	0047181364	UNIFORMS-GIS (BLANKET)	73238	03/21/2022	52.15
		1000-74-74200-515670-00000000-	0047171465	UNIFORMS-GIS (BLANKET)	73240	03/21/2022	193.92
		1000-15-15100-515670-00000000-	0047160594	UNIFORMS-FLEET SERVICES (BLANKET)	73240	03/21/2022	156.90
		1000-55-55400-515670-00000000-	0047109960	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73238	03/21/2022	66.21
		1000-55-55400-515670-00000000-	0047055747	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73238	03/21/2022	66.21
		1000-55-55400-515670-00000000-	0047055749	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73238	03/21/2022	22.07
		1000-55-55400-515670-00000000-	0047109959	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73239	03/21/2022	110.35
		1000-55-55400-515670-00000000-	0047124792	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73239	03/21/2022	72.71
		1000-55-55400-515670-00000000-	0047109964	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73238	03/21/2022	59.92
		1000-55-55400-515670-00000000-	0047055744	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73237	03/21/2022	17.65
		1000-55-55400-515670-00000000-	0047055746	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73240	03/21/2022	176.56
		1000-55-55400-515670-00000000-	0047089751	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73238	03/21/2022	44.14
		1000-55-55400-515670-00000000-	0047109974	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73238	03/21/2022	44.14
		1000-55-55400-515670-00000000-	0047109975	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73237	03/21/2022	19.82
		1000-55-55400-515670-00000000-	0047055745	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73239	03/21/2022	110.35
		1000-55-55400-515670-00000000-	0047136753	UNIFORMS-PWS MAINT/CONST/ADMIN (BLANKET)	73238	03/21/2022	33.42
		1000-52-52200-515670-00000000-	0046997351	UNIFORMS-LANDSCAPE MGT (BLANKET)	73357	03/21/2022	110.43
		1000-52-52500-515670-00000000-	0046997348	UNIFORMS-LANDSCAPE MGT (BLANKET)	73357	03/21/2022	67.02
		1000-52-52500-515670-00000000-	0046997349	UNIFORMS-LANDSCAPE MGT (BLANKET)	73357	03/21/2022	55.85
		1000-52-52500-515670-00000000-	0046997350	UNIFORMS-LANDSCAPE MGT (BLANKET)	73357	03/21/2022	162.01
		1000-52-52500-515670-00000000-	0046997346	UNIFORMS-LANDSCAPE MGT (BLANKET)	73357	03/21/2022	121.98
		1000-70-70200-515670-00000000-	0047232133	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	PCard	03/24/2022	65.40
		1000-70-70200-515670-00000000-	0047201946	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	PCard	03/24/2022	63.79
		1000-70-70200-515670-00000000-	0047201947	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	PCard	03/24/2022	63.79
		1000-70-70200-515670-00000000-	0047201948	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	PCard	03/24/2022	63.79
		1000-70-70200-515670-00000000-	0047201951	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	PCard	03/24/2022	58.47
		1000-14-14320-515670-00000000-	0047124766	UNIFORMS-GENERAL SERVICES (BLANKET)	PCard	03/24/2022	32.50
		Total Paid by Vendor					**9,195.76**
	SHARP COMMUNICATION INC.	1000-75-75100-515340-00000000-	770001425-1	BATTERIES FOR MOTOROLA RADIOS	73127	03/16/2022	640.00
		1000-41-41100-515340-00000000-	80080823	LIGHTBAR MAINTENANCE-BLANKET PO	73358	03/22/2022	1,680.00
		Total Paid by Vendor					**2,320.00**
	SHATTUCK PAINTING	1000-14-14300-513010-00000000-	6545	2022 BLANKET PO PAINTING SERVICES	73128	03/16/2022	2,955.50
		1000-50-00000-515340-00000000-	6551	PAINTING SERVICES	PCard	03/24/2022	579.50
		Total Paid by Vendor					**3,535.00**
	SITEONE LANDSCAPE SUPPLY HOLDING LLC	1000-52-52600-515340-00000000-	108575134-001	VARIOUS ITEMS FOR NORTH MAINT (BLANKET)	73129	03/14/2022	(205.67)
		1000-52-52600-515340-00000000-	116707601-001	VARIOUS ITEMS FOR NORTH MAINTENANCE - BLANKET	73129	03/16/2022	133.20
		1000-51-00000-515340-00000000-	116604084-001	BLANKET PO/NURSERY MATERIALS/MAPLE HILL	73129	03/16/2022	150.00
		1000-52-52600-515340-00000000-	116598646-001	VARIOUS ITEMS FOR NORTH MAINTENANCE - BLANKET	73129	03/16/2022	30.80
		1000-52-52300-515340-00000000-	116609695-001	RYE GRASS FOR BALLPARK - SPORTS	73129	03/16/2022	1,665.00
		1000-52-52700-513010-00000000-	116828620-001	NON BID SUPPLIES - SOUTH (BLANKET)	73241	03/18/2022	239.83
		1000-52-52600-515340-00000000-	116821652-001	VARIOUS ITEMS FOR NORTH MAINTENANCE - BLANKET	73241	03/18/2022	45.60
		1000-52-52600-515340-00000000-	116812779-001	VARIOUS ITEMS FOR NORTH MAINTENANCE - BLANKET	73241	03/18/2022	22.80
		1000-52-52600-515340-00000000-	116975448-001	VARIOUS ITEMS FOR NORTH MAINTENANCE - BLANKET	73360	03/22/2022	51.50
		1000-52-52200-515340-00000000-	116675535-001	CITY PROPERTY PLANTING - SPECIAL EVENTS	73360	03/22/2022	525.00

	1000-51-00000-515340-00000000-	116937136-001	BLANKET PO/NURSERY MATERIALS/MAPLE HILL	73360	03/22/2022	290.00
	1000-52-52600-515340-00000000-	116865695-001	VARIOUS ITEMS FOR NORTH MAINTENANCE - BLANKET	73360	03/23/2022	1,410.60
	Total Paid by Vendor					**4,358.66**
SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	258258	Payroll Run 1 - Warrant 220320	73264	03/25/2022	1,396.19
	Total Paid by Vendor					**1,396.19**
SNAP-ON INDUSTRIAL DIVISION	1000-15-15100-515610-00000000-	ARV/51961212	SHOP TOOLS TIM	73130	03/16/2022	155.59
	1000-15-15100-515610-00000000-	ARV / 52013433	SHOP TOOLS TIM	73243	03/18/2022	386.25
	1000-15-15100-515610-00000000-	ARV / 51736430	SHOP TOOLS TIM	73361	03/23/2022	762.27
	1000-15-15100-515610-00000000-	ARV / 51757331	SHOP TOOLS TIM	73361	03/23/2022	154.04
	1000-15-15100-515610-00000000-	ARV / 51716285	SHOP TOOLS TIM	73361	03/23/2022	285.79
	1000-15-15100-515610-00000000-	ARV / 51684705	SHOP TOOLS TIM	73361	03/23/2022	1,357.59
	1000-15-15100-515610-00000000-	ARV / 51782309	SHOP TOOLS TIM	73361	03/23/2022	81.38
	Total Paid by Vendor					**3,182.91**
SOLID WASTE DISPOSAL AUTHORITY	1000-52-52300-515730-00000000-	T1004368	TIPPING FEES (LITTER CREWS-HPD) (BLANKET)	73026	03/14/2022	49.96
	1000-55-55300-515730-00000000-	T1004367	FY22 TIPPING FEES FOR PWS MAINT/CONS (BLANKET)	73244	03/18/2022	41.53
	1000-50-00000-515340-00000000-	T1004473	BLANKET DISPOSAL OF ANIMAL BODIES	73244	03/18/2022	100.22
	Total Paid by Vendor					**191.71**
SOUTHEASTERN TRUCK BODY & EQUIPMENT INC	1000-15-15100-513030-00000000-	28037	COM TX 031422/28037	73363	03/15/2022	119.72
	1000-15-15100-513030-00000000-	28037	COM TX 031422/28037	73363	03/15/2022	340.00
	1000-15-15100-513030-00000000-	28131	COM TX 032122/28131	73363	03/23/2022	85.00
	1000-15-15100-513030-00000000-	28131	COM TX 032122/28131	73363	03/23/2022	270.14
	Total Paid by Vendor					**814.86**
SOUTHERN COMMUNICATIONS INC	1000-17-17100-515070-00000000-	90000	FY22 BLANKET PO 17-610 SOLE SOURCE O&M LTE SLINC	73132	03/16/2022	16,000.00
	1000-17-17100-515070-00000000-	91001	FY22 BLANKET PO 17-610 SOLE SOURCE O&M LTE SLINC	73132	03/16/2022	16,000.00
	1000-53-53400-515340-00000000-	EQP20220000022967	SOUTHERNLINC PTT PHONE ORDER FOR PARKING	73366	03/23/2022	759.70
	Total Paid by Vendor					**32,759.70**
SOUTHERN ELEVATOR SERVICE INC	1000-15-15100-513030-00000000-	13253	COM TX 031422/13253	73364	03/15/2022	179.90
	Total Paid by Vendor					**179.90**
SOUTHERN LANDSCAPE & LAWN CARE INC	1000-52-52100-515370-00000000-	50-44082	LAWN MAINTENANCE (BLANKET)	73365	03/23/2022	9,528.33
	Total Paid by Vendor					**9,528.33**
SOUTHERN TIRE MART LLC	1000-00-00000-140101-00000000-	2110063430	TIRES	73367	03/22/2022	2,614.00
	1000-00-00000-140101-00000000-	2110063962	TIRES	73367	03/22/2022	2,894.12
	Total Paid by Vendor					**5,508.12**
SPHERION STAFFING LLC	1000-53-53200-501010-00000000-	RL2629200	BLANKET PO ,TEMPORARY STAFFING	73133	03/16/2022	352.67
	1000-53-53200-501010-00000000-	RL2635082	BLANKET PO ,TEMPORARY STAFFING	73368	03/22/2022	442.17
	1000-50-00000-515370-00000000-	RL2633716	BLANKET WAGES FOR TEMP EMPLOYEES	PCard	03/24/2022	1,664.57
	1000-50-00000-515370-00000000-	RL2627845	BLANKET WAGES FOR TEMP EMPLOYEES	PCard	03/24/2022	1,701.26
	1000-52-52100-515370-00000000-	RL2586201	TEMP LABOR (OCT 2021 - MARCH 2021)	PCard	03/24/2022	5,351.06
	1000-52-52100-515370-00000000-	RL2627851	TEMP LABOR (OCT 2021 - MARCH 2021)	PCard	03/24/2022	1,734.78
	1000-52-52100-515370-00000000-	RL2627846	TEMP LABOR (OCT 2021 - MARCH 2021)	PCard	03/24/2022	3,478.28
	1000-52-52100-515370-00000000-	RL2628344	TEMP LABOR (OCT 2021 - MARCH 2021)	PCard	03/24/2022	559.04
	1000-52-52100-515370-00000000-	RL2627849	TEMP LABOR (OCT 2021 - MARCH 2021)	PCard	03/24/2022	7,330.41
	1000-52-52100-515370-00000000-	RL2628515	TEMP LABOR (OCT 2021 - MARCH 2021)	PCard	03/24/2022	419.28
	1000-52-52100-515370-00000000-	RL2627850	TEMP LABOR (OCT 2021 - MARCH 2021)	PCard	03/24/2022	3,729.86
	1000-52-52100-515370-00000000-	RL2628283	TEMP LABOR (OCT 2021 - MARCH 2021)	PCard	03/24/2022	690.07
	1000-52-52100-515370-00000000-	RL2633717	TEMP LABOR (OCT 2021 - MARCH 2021)	PCard	03/24/2022	5,985.24
	1000-52-52100-515370-00000000-	RL2633721	TEMP LABOR (OCT 2021 - MARCH 2021)	PCard	03/24/2022	3,362.99
	1000-52-52100-515370-00000000-	RL2633720	TEMP LABOR (OCT 2021 - MARCH 2021)	PCard	03/24/2022	4,294.13
	1000-52-52100-515370-00000000-	RL2636764	TEMP LABOR (OCT 2021 - MARCH 2021)	PCard	03/24/2022	821.09
	1000-52-52100-515370-00000000-	RL2633719	TEMP LABOR (OCT 2021 - MARCH 2021)	PCard	03/24/2022	6,741.67
	1000-52-52100-515370-00000000-	RL2636817	TEMP LABOR (OCT 2021 - MARCH 2021)	PCard	03/24/2022	628.92
	Total Paid by Vendor					**49,287.49**
SQUARE PROPERTIES 200 LLC	1000-14-14300-515460-00000000-	042022	2022 BLANKET PO GIS 200 WEST SIDE SQUARE LEASE	PCard	03/24/2022	9,520.56
	Total Paid by Vendor					**9,520.56**
STAPLES INC	1000-42-42100-515340-00000000-	3501212912	2219 HALL AVE/LAVADA MASON/ 256-883-3979	73246	03/18/2022	2,007.96
	1000-55-55400-515340-00000000-	3501212928	Y.HOPSON/4209 E. SCHRIMSHER LN/256-883-3944	73246	03/18/2022	299.56
	1000-75-75100-515340-00000000-	3501212930	M.MILLS,2100 CLINTON AVE.,HSV,AL 256-427-5563	73246	03/18/2022	141.40
	1000-53-53100-515340-00000000-	3501212932	KATHY DEANER 500B CHURCH ST 2ND FLOOR 256-4276806	73246	03/18/2022	32.13
	1000-52-52100-515340-00000000-	3501212934	E. NORTON - 3242 LEEMAN FERRY 256-427-5405	73246	03/18/2022	118.73
	1000-13-13100-515340-00000000-	3501212935	S HOUSTON/308 FOUNTAIN CIR/4TH FL/2564275034	73246	03/18/2022	142.33
	1000-30-30200-515340-00000000-	3501212936	2411 9TH AVE, 2ND FL, DORIANNE JOHNSON, 256564802	73246	03/18/2022	43.78
	1000-14-14100-515340-00000000-	3501212937	615 WASHINGTON ST. 35801 256-427-5663 D STOREY	73246	03/18/2022	27.41

	1000-42-42100-515340-00000000-	3501212939	SUPPLIES LAVADA MASON/2219 HALL AVE/256-883-3979	73246	03/18/2022	635.31
	1000-17-17100-515340-00000000-	3501212942	TRACY 101 CHURCH ST STE 201 HVILLE, AL 35801	73246	03/18/2022	60.34
	1000-52-52100-515340-00000000-	3501212946	H SPIER 3242 LEEMAN FERRY ROAD 256-564-8042	73246	03/18/2022	115.77
	1000-41-41100-515340-00000000-	3501998625	704 FIBER STREET NW- ZAC GOSHERT 256-427-7034	PCard	03/24/2022	173.49
	1000-13-13100-515340-00000000-	3501998626	S HOUSTON/308 FOUNTAIN CIR/4TH FL/2564275034	PCard	03/24/2022	49.98
	1000-30-30200-515340-00000000-	3501998627	2411 9TH AVE, 2ND FL, DORIANNE JOHNSON, 256564802	PCard	03/24/2022	14.29
	1000-30-30200-515340-00000000-	3501998628	2411 9TH AVE, 2ND FL, DORIANNE JOHNSON, 256564802	PCard	03/24/2022	57.16
	1000-55-55400-515340-00000000-	3501998632	R. DOUGLAS 4902 EAST SCHRIMSHER LANE 256-883-3944	PCard	03/24/2022	220.88
	1000-52-52100-515340-00000000-	3501998633	H SPIER 3242 LEEMAN FERRY ROAD 256-564-8042	PCard	03/24/2022	71.69
	1000-52-52100-515340-00000000-	3501998635	E.NORTON - 3242 LEEMAN FERRY RD. - 256-427-5405	PCard	03/24/2022	75.32
	1000-30-30200-515340-00000000-	3501998637	2411 9TH AVE SW, KEVIN R., 256-564-8026	PCard	03/24/2022	179.97
	1000-30-30200-515340-00000000-	3501998638	2411 9TH AVE SW, KEVIN R., 256-564-8026	PCard	03/24/2022	18.49
	1000-14-14310-515340-00000000-	3501998639	615 WASHINGTON ST 35801 256-427-5663 D STOREY	PCard	03/24/2022	64.92
	1000-14-14310-515340-00000000-	3501998640	615 WASHINGTON ST 35801 256-427-5663 D STOREY	PCard	03/24/2022	23.40
	1000-41-41100-515340-00000000-	3501998641	704 FIBER ST NW-ZAC GOSHERT 256-427-7034	PCard	03/24/2022	956.44
	1000-13-13100-515340-00000000-	3501998642	SUPPLIES/S HOUSTON/4TH FL/308 FOUNTAIN CIR/35804	PCard	03/24/2022	125.34
	1000-13-13100-515340-00000000-	3501998643	SUPPLIES/S HOUSTON/4TH FL/308 FOUNTAIN CIR/35804	PCard	03/24/2022	15.98
	1000-13-13100-515340-00000000-	3501998645	S HOUSTON/4TH FL/308 FOUNTAIN CIR2564275034	PCard	03/24/2022	9.68
	1000-16-16100-515340-00000000-	35019998646	308 FOUNTAIN CIRCLE/ASHLEYJ/256-427-5241	PCard	03/24/2022	498.17
	1000-50-00000-515340-00000000-	3501998647	EMILY MAIN OFFICE 4950 TRIANA BLVD 256-883-3630	PCard	03/24/2022	83.54
	1000-52-52100-515340-00000000-	3501998652	H SPIER 3242 LEEMAN FERRY ROAD 256-564-8042	PCard	03/24/2022	28.11
	1000-10-10200-515340-00000000-	3501998654	S KING 308 FOUNTAIN CIR 8TH FL 3256-427-5001	PCard	03/24/2022	21.50
	1000-42-42100-515340-00000000-	3501998656	LAVADA MASON/2219 HALL AVE/256-883-3979	PCard	03/24/2022	126.34
	1000-42-42100-515340-00000000-	3501998658	LAVADA MASON/2219 HALL AVE/256-883-3979	PCard	03/24/2022	11.56
	1000-52-52200-515340-00000000-	3501998662	H SPIER 3242 LEEMAN FERRY ROAD 256-564-8042	PCard	03/24/2022	63.96
	1000-52-52100-515340-00000000-	3501998664	E. NORTON 3242 LEEMAN FERRY RD - 256-427-5405	PCard	03/24/2022	23.16
	1000-50-00000-515340-00000000-	3501998666	EMILY MAIN OFFICE 4950 TRIANA BLVD 256-883-3630	PCard	03/24/2022	10.49
	1000-30-30600-515340-00000000-	3501998669	2411 9TH AVE. SW, GARY H., 256-564-8026	PCard	03/24/2022	147.44
	1000-30-30600-515340-00000000-	3501998672	2411 9TH AVE. SW, HERBERT T., 256-564-8026	PCard	03/24/2022	139.99
	1000-11-00000-515340-00000000-	3501998673	CITYCOUNCIL,308FOUNTAINCIRCLE,7TH FLOOR, 427-5011	PCard	03/24/2022	192.96
	Total Paid by Vendor					**7,028.97**
STATE SYSTEMS INC	1000-14-14300-513010-00000000-	147897941	2022 BLANKET FOR REPAIRS	73134	03/16/2022	175.00
	1000-14-14300-513010-00000000-	147897944	2022 BLANKET FOR REPAIRS	73134	03/16/2022	175.00
	1000-14-14300-513010-00000000-	147898344	2022 BLANKET FOR REPAIRS	73247	03/18/2022	185.00
	Total Paid by Vendor					**535.00**
STRICKLAND COMPANIES	1000-12-12500-515340-00000000-	HU882781-00	PAPER FOR STOCK	73135	03/16/2022	178.23
	1000-12-12500-515340-00000000-	HU882779-00	PAPER FOR STOCK	73135	03/16/2022	329.75
	1000-12-12500-515340-00000000-	HU882781-01	PAPER FOR STOCK	73369	03/23/2022	91.23
	1000-12-12500-515340-00000000-	HU883932-00	PAPER FOR STOCK	73369	03/23/2022	211.20
	1000-12-12500-515340-00000000-	HU884544-00	PAPER FOR STOCK	PCard	03/24/2022	406.75
	Total Paid by Vendor					**1,217.16**
SUBURBAN PROPANE CO	1000-14-14100-515700-00000000-	7521-03158402232022	2022 BLANKET PO FIRE STATIONS & MAPLE HILL PROPAN	73370	03/22/2022	659.96
	1000-14-14100-515700-00000000-	7521-03295403012022	2022 BLANKET PO FIRE STATIONS & MAPLE HILL PROPAN	73370	03/22/2022	769.19
	Total Paid by Vendor					**1,429.15**
TEMPLE INC	1000-75-75300-515340-00000000-	INV0217248	PED COUNTDOWN INDICATORS	73248	03/18/2022	2,800.00
	Total Paid by Vendor					**2,800.00**
TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-00-00000-210180-00000000-	258255	Payroll Run 1 - Warrant 220320	73272	03/25/2022	734.75
	Total Paid by Vendor					**734.75**
TENNESSEE VALLEY FENCE INC	1000-14-14300-513010-00000000-	C-23765	MJPSC -152435 REPLACE BARRIER ARM GATE	73372	03/23/2022	5,423.25
	Total Paid by Vendor					**5,423.25**
THE ARTS COUNCIL INC	1000-00-00000-610059-ARTSMAST-	PA031722.1	STAFFING AGREEMENT PER ORD 21-867	PCard	03/16/2022	77,000.00
	1000-00-00000-610059-ARTSMAST-	PA031722.1.2	STAFFING AGREEMENT PER RES 21-867; Q1 & Q2 FY22	73160	03/21/2022	38,500.00
	1000-00-00000-610059-CAPITALP-	PA0317722.2	FY22 PUBLIC ART PROJECT SUPPORT (BLANKET PO)	73161	03/21/2022	250,000.00
	Total Paid by Vendor					**365,500.00**
THE LIOCE GROUP INC	1000-17-17100-515250-00000000-	IN330363	FY22 BLANKET PO COPIER SERVICES LIOCE GROUP COH	73373	03/23/2022	133.71
	1000-17-17100-515250-00000000-	IN349526	FY22 BLANKET PO COPIER SERVICES LIOCE GROUP COH	73373	03/23/2022	187.24
	1000-17-17100-515250-00000000-	IN335265	FY22 BLANKET PO COPIER SERVICES LIOCE GROUP COH	73373	03/23/2022	80.65
	1000-17-17100-515250-00000000-	IN330362	FY22 BLANKET PO COPIER SERVICES LIOCE GROUP COH	73373	03/23/2022	135.17
	1000-17-17100-515250-00000000-	IN335266	FY22 BLANKET PO COPIER SERVICES LIOCE GROUP COH	73373	03/23/2022	75.40
	1000-17-17100-515250-00000000-	IN349527	FY22 BLANKET PO COPIER SERVICES LIOCE GROUP COH	73373	03/23/2022	114.87
	Total Paid by Vendor					**727.04**
THE ROBERTS GROUP INC	1000-52-52600-515340-00000000-	1451667	WATER & WATER COOLER RENTAL (BLANKET)	73374	03/23/2022	8.50

	1000-52-52600-515340-00000000-	1451666	WATER & WATER COOLER RENTAL (BLANKET)	73374	03/23/2022	10.50
	1000-52-52600-515340-00000000-	1457727	WATER & WATER COOLER RENTAL (BLANKET)	73374	03/23/2022	8.50
	1000-52-52600-515340-00000000-	1457726	WATER & WATER COOLER RENTAL (BLANKET)	73374	03/23/2022	10.50
	1000-52-52100-515340-00000000-	1449774	WATER & WATER COOLER RENTAL (BLANKET)	73374	03/23/2022	23.40
	1000-52-52100-515340-00000000-	1452874	WATER & WATER COOLER RENTAL (BLANKET)	73374	03/23/2022	36.30
	Total Paid by Vendor					**97.70**
THOMSON REUTERS - WEST	1000-18-00000-515340-00000000-	845949076	BLANKET - WESTLAW NEXT	73138	03/16/2022	3,433.35
	Total Paid by Vendor					**3,433.35**
TIMOTHY A WILLIS	1000-43-00000-515370-00000000-	3908 2ND SESSION	INST. FOR DDC/ADD 3/10/22 CLASS # 3908 2ND SESSION	73033	03/15/2022	105.00
	1000-43-00000-515370-00000000-	3908 3RD SESSION	INST FOR D.D.C. A.D.D. CLASS 3/17/22 CLASS	PCard	03/24/2022	105.00
	Total Paid by Vendor					**210.00**
TRI COUNTY SHOES INCORPORATED	1000-14-14200-515670-00000000-	758-1-84588	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/18/2022	100.00
	1000-14-14320-515670-00000000-	758-1-84152	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/21/2022	100.00
	1000-14-14310-515670-00000000-	758-1-84208	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/21/2022	100.00
	1000-14-14320-515670-00000000-	758-1-84099	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/21/2022	100.00
	1000-14-14310-515670-00000000-	758-1-84695	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/21/2022	100.00
	1000-14-14300-515670-00000000-	758-1-84206	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/21/2022	100.00
	1000-14-14310-515670-00000000-	758-1-84676	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/21/2022	91.29
	1000-14-14300-515670-00000000-	758-1-84509	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/21/2022	100.00
	1000-14-14300-515670-00000000-	758-1-84600	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/21/2022	100.00
	1000-14-14310-515670-00000000-	758-1-84207	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/21/2022	100.00
	1000-14-14310-515670-00000000-	758-1-84316	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/21/2022	100.00
	1000-14-14310-515670-00000000-	758-1-84101	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/21/2022	100.00
	1000-14-14300-515670-00000000-	758-1-84205	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/21/2022	100.00
	1000-14-14310-515670-00000000-	758-1-84106	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/21/2022	100.00
	1000-14-14300-515670-00000000-	758-1-84296	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/21/2022	100.00
	1000-14-14300-515670-00000000-	758-1-84294	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/21/2022	100.00
	1000-14-14310-515670-00000000-	758-1-84631	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/21/2022	91.29
	1000-14-14300-515670-00000000-	758-1-84297	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/21/2022	100.00
	1000-14-14300-515670-00000000-	758-1-84593	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	73231	03/21/2022	100.00
	1000-14-14300-515670-00000000-	758-1-84569	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	PCard	03/24/2022	100.00
	1000-14-14200-515670-00000000-	758-1-85048	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	PCard	03/24/2022	91.29
	Total Paid by Vendor					**2,073.87**
TYLER TECHNOLOGIES INC	1000-17-17100-515250-00000000-	045-363680	SOLE SOURCE TYLER SYSTEM MNGT. SUPPORT 2022-23 FN	73140	03/16/2022	33,075.00
	1000-17-17100-515250-00000000-	045-366692	SOLE SOURCE PACE ANNUAL SUPPORT PER RACHEL BIGGS F	73378	03/23/2022	9,213.75
	Total Paid by Vendor					**42,288.75**
UNITED SITE SERVICES OF MISSISSIPPI LLC	1000-14-14310-515370-00000000-	B-410482	2022 BLANKET PO PORTALET SERVICES	73141	03/16/2022	290.00
	Total Paid by Vendor					**290.00**
UNITED WAY OF MADISON COUNTY	1000-00-00000-210190-00000000-	258253	Payroll Run 1 - Warrant 220320	73273	03/25/2022	507.10
	Total Paid by Vendor					**507.10**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	258262	Payroll Run 1 - Warrant 220320	73262	03/25/2022	500.00
	Total Paid by Vendor					**500.00**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	258264	Payroll Run 1 - Warrant 220320	73263	03/25/2022	220.02
	Total Paid by Vendor					**220.02**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210120-00000000-	FEDTAX PYMT 220320	FICA, MEDICARE, FED INCOME TAX PYMT WARRANT 220320	73389	03/24/2022	142,835.42
	1000-00-00000-210120-00000000-	FEDTAX PYMT 220320	FICA, MEDICARE, FED INCOME TAX PYMT WARRANT 220320	73389	03/24/2022	610,418.92
	1000-00-00000-210140-00000000-	FEDTAX PYMT 220320	FICA, MEDICARE, FED INCOME TAX PYMT WARRANT 220320	73389	03/24/2022	413,400.58
	Total Paid by Vendor					**1,166,654.92**
USPCA REGION 22	1000-41-41250-515790-00000000-	2022 USPCA CERT	USPCA REGION 22 EXPLOSIVE DET & NARCOTICS CERT-K9	73249	03/21/2022	800.00
	Total Paid by Vendor					**800.00**
WH THOMAS OIL CO INC	1000-00-00000-140101-00000000-	408721	OIL	73384	03/22/2022	3,336.00
	1000-00-00000-140101-00000000-	408555	OIL	73384	03/22/2022	3,243.00
	Total Paid by Vendor					**6,579.00**
WILMER & LEE PA	1000-18-00000-515372-00000000-	22538590	BLANKET- OUTSIDE LEGAL SERVICES: WORKERS COMP	73144	03/16/2022	1,080.00
	Total Paid by Vendor					**1,080.00**
WILSON LUMBER COMPANY	1000-52-52300-515340-00000000-	739742	LUMBER FOR SPORTS DIVISION	73386	03/23/2022	935.08
	Total Paid by Vendor					**935.08**
WITTICHEN SUPPLY COMPANY INC	1000-14-14300-515610-00000000-	S102847961.001	2022 BLANKET PO - TOOLS PURCHASES	73147	03/16/2022	43.41
	1000-14-14300-513010-00000000-	S102840959.001	2022 BLANKET PO - NONBID ITEMS	73146	03/16/2022	212.53
	1000-14-14300-515610-00000000-	S102862265.001	2022 BLANKET PO - TOOLS PURCHASES	73387	03/23/2022	145.95
	Total Paid by Vendor					**401.89**
WIZ KIDZ LLC	1000-14-14300-515460-00000000-	042022	2022 BLANKET SHONEY DR. LEASE	PCard	03/24/2022	5,000.00

		Total Paid by Vendor					**5,000.00**
	WL HALSEY GROCERY CO	1000-30-30200-515340-00000000-	173195	SNACKS TO SUPPORT SPRING BREAK-SHOWERS R/C	73201	03/21/2022	41.95
		1000-30-30200-515340-00000000-	173195	SNACKS TO SUPPORT SPRING BREAK-SHOWERS R/C	73201	03/21/2022	125.85
		Total Paid by Vendor					**167.80**
	WOODY ANDERSON FORD INC	1000-15-15100-513030-00000000-	18915441	COM TX 030922/18915441	73148	03/15/2022	153.00
		1000-15-15100-513030-00000000-	18915441	COM TX 030922/18915441	73148	03/15/2022	297.00
		1000-15-15100-513030-00000000-	18915441	COM TX 030922/18915441	73148	03/15/2022	415.80
		1000-15-15100-513030-00000000-	18915441	COM TX 030922/18915441	73148	03/15/2022	1,058.40
		1000-15-15100-513030-00000000-	18915441	COM TX 030922/18915441	73148	03/15/2022	3,995.54
		1000-15-15100-513030-00000000-	18915630	COM TX 030922/18915630	73148	03/15/2022	62.50
		Total Paid by Vendor					**5,982.24**
	XEROX CORPORATION	1000-17-17100-515250-00000000-	IN1603667	FY22 BLANKET PO FOR XEROX COPIER SERVICES COH T190	73149	03/16/2022	3,927.35
		1000-70-70200-515340-00000000-	IN1603667	FY22 BLANKET PO FOR XEROX COPIER SERVICES COH T190	73149	03/16/2022	11.99
		1000-30-30100-515340-00000000-	IN1585884	PAYMENT FOR STAPLES FOR COPIER-PARKS & RECREATION	73254	03/18/2022	98.00
		Total Paid by Vendor					**4,037.34**
	ZOETIS US LLC	1000-50-00000-515161-00000000-	9016036325	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	73150	03/16/2022	197.40
		1000-50-00000-515161-00000000-	9016052436	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	73150	03/16/2022	269.59
		Total Paid by Vendor					**466.99**
	Total by Fund 1000						**4,933,380.61**
1005	BLUE CROSS AND BLUE SHIELD OF ALABAMA	1005-00-00000-425204-00000000-	HEALTH CLMS 3/7-3/11	3/7/22-3/11/22 HEALTH CLAIMS	73044	03/16/2022	(3,950.49)
		1005-00-00000-517010-00000000-	HEALTH CLMS 3/7-3/11	3/7/22-3/11/22 HEALTH CLAIMS	73044	03/16/2022	22.78
		1005-00-00000-517010-00000000-	HEALTH CLMS 3/7-3/11	3/7/22-3/11/22 HEALTH CLAIMS	73044	03/16/2022	1,740.32
		1005-00-00000-517010-00000000-	HEALTH CLMS 3/7-3/11	3/7/22-3/11/22 HEALTH CLAIMS	73044	03/16/2022	304,889.92
		1005-00-00000-517015-00000000-	HEALTH CLMS 3/7-3/11	3/7/22-3/11/22 HEALTH CLAIMS	73044	03/16/2022	(42,922.66)
		1005-00-00000-517015-00000000-	HEALTH CLMS 3/7-3/11	3/7/22-3/11/22 HEALTH CLAIMS	73044	03/16/2022	11,525.93
		1005-00-00000-517015-00000000-	HEALTH CLMS 3/7-3/11	3/7/22-3/11/22 HEALTH CLAIMS	73044	03/16/2022	102,634.25
		1005-00-00000-517020-00000000-	HEALTH CLMS 3/7-3/11	3/7/22-3/11/22 HEALTH CLAIMS	73044	03/16/2022	332.40
		1005-00-00000-517025-00000000-	HEALTH CLMS 3/7-3/11	3/7/22-3/11/22 HEALTH CLAIMS	73044	03/16/2022	192.41
		Total Paid by Vendor					**374,464.86**
	Total by Fund 1005						**374,464.86**
1010	ALABAMA MEDIA GROUP	1010-72-00000-515520-00000000-	0010266928	BLANKET PO FOR HHPC LEGAL ADS	73155	03/17/2022	80.60
		Total Paid by Vendor					**80.60**
	BSN SPORTS LLC	1010-30-00000-513010-00000000-	916287842	BASES FOR 2022-METRO SPORTSPLEX	73168	03/21/2022	4,668.58
		Total Paid by Vendor					**4,668.58**
	Total by Fund 1010						**4,749.18**
2000	DUTCH OIL COMPANY INC	2000-54-54160-514010-PT504010-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	54.21
		2000-54-54D10-514010-PT504010-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	1,164.34
		2000-54-54M10-514010-PT504010-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	3,088.87
		2000-54-54160-514010-PT504010-	CFN-11494	FUELING TRANS DATED 031022	72943	03/14/2022	16.48
		2000-54-54D10-514010-PT504010-	CFN-11494	FUELING TRANS DATED 031022	72943	03/14/2022	892.94
		2000-54-54M10-514010-PT504010-	CFN-11494	FUELING TRANS DATED 031022	72943	03/14/2022	1,954.49
		2000-54-54160-514010-PT504010-	CFN-11407	FUELING TRANS DATED 030422	72943	03/14/2022	41.17
		2000-54-54D10-514010-PT504010-	CFN-11407	FUELING TRANS DATED 030422	72943	03/14/2022	885.50
		2000-54-54M10-514010-PT504010-	CFN-11407	FUELING TRANS DATED 030422	72943	03/14/2022	2,419.85
		2000-54-54D10-514010-PT504010-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	799.51
		2000-54-54M10-514010-PT504010-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	2,016.70
		2000-54-54D10-514010-PT504010-	CFN-11421	FUELING TRANS DATED 030522	72943	03/14/2022	424.95
		2000-54-54M10-514010-PT504010-	CFN-11421	FUELING TRANS DATED 030522	72943	03/14/2022	1,157.54
		2000-54-54160-514010-PT504010-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	40.45
		2000-54-54D10-514010-PT504010-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	853.98
		2000-54-54M10-514010-PT504010-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	1,968.37
		2000-54-54D10-514010-PT504010-	CFN-11531	FUELING TRANS DATED 031222	73291	03/22/2022	339.08
		2000-54-54M10-514010-PT504010-	CFN-11531	FUELING TRANS DATED 031222	73291	03/22/2022	1,046.96
		2000-54-54D10-514010-PT504010-	CFN-11540	FUELING TRANS DATED 031422	73291	03/22/2022	954.22
		2000-54-54M10-514010-PT504010-	CFN-11540	FUELING TRANS DATED 031422	73291	03/22/2022	2,172.71
		2000-54-54160-514010-PT504010-	CFN-11554	FUELING TRANS DATED 031522	73291	03/22/2022	24.65
		2000-54-54D10-514010-PT504010-	CFN-11554	FUELING TRANS DATED 031522	73291	03/22/2022	801.99
		2000-54-54M10-514010-PT504010-	CFN-11554	FUELING TRANS DATED 031522	73291	03/22/2022	1,930.62
		2000-54-54D10-514010-PT504010-	CFN-11741	FUELING TRANS DATED 031622	73291	03/22/2022	794.10
		2000-54-54M10-514010-PT504010-	CFN-11741	FUELING TRANS DATED 031622	73291	03/22/2022	1,846.95
		2000-54-54D10-514010-PT504010-	CFN-11775	FUELING TRANS DATED 031822	73291	03/23/2022	795.86
		2000-54-54M10-514010-PT504010-	CFN-11775	FUELING TRANS DATED 031822	73291	03/23/2022	2,242.04

	2000-54-54D10-514010-PT504010-	CFN-11792	FUELING TRANS DATED 031922	73291	03/23/2022	408.21
	2000-54-54M10-514010-PT504010-	CFN-11792	FUELING TRANS DATED 031922	73291	03/23/2022	1,483.48
	2000-54-54160-514010-PT504010-	CFN-11803	FUELING TRANS DATED 032122	73291	03/23/2022	39.62
	2000-54-54D10-514010-PT504010-	CFN-11803	FUELING TRANS DATED 032122	73291	03/23/2022	935.30
	2000-54-54M10-514010-PT504010-	CFN-11803	FUELING TRANS DATED 032122	73291	03/23/2022	2,067.35
	2000-54-54D10-514010-PT504010-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	904.49
	2000-54-54M10-514010-PT504010-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	1,745.52
	Total Paid by Vendor					**38,312.50**
FELISA WILLIAMS	2000-54-54D10-515790-PT509020-	2.28.2022	CROWN CONSULTING GROUP LLC	73194	03/17/2022	1,625.00
	2000-54-54M10-515790-PT509020-	2.28.2022	CROWN CONSULTING GROUP LLC	73194	03/17/2022	1,625.00
	Total Paid by Vendor					**3,250.00**
JAMES R HALL	2000-54-54M41-513030-PT503050-	56107	COM TX 030722/56107	73118	03/15/2022	250.00
	2000-54-54D41-513030-PT503050-	55400	COM TX 030922/55400	73118	03/15/2022	85.00
	Total Paid by Vendor					**335.00**
MADISON COUNTY AUTO PARTS INC	2000-54-54M41-513030-PT503050-	232394	NAPA TRX DATE 031122	72979	03/14/2022	26.49
	2000-54-54D41-513030-PT503050-	232435	NAPA TRX DATE 031422	73092	03/16/2022	2.94
	2000-54-54D41-513030-PT503050-	232435	NAPA TRX DATE 031422	73092	03/16/2022	3.60
	2000-54-54D41-513030-PT503050-	232435	NAPA TRX DATE 031422	73092	03/16/2022	3.66
	2000-54-54D41-513030-PT503050-	232435	NAPA TRX DATE 031422	73092	03/16/2022	3.97
	2000-54-54D41-513030-PT503050-	232435	NAPA TRX DATE 031422	73092	03/16/2022	4.12
	2000-54-54D41-513030-PT503050-	232435	NAPA TRX DATE 031422	73092	03/16/2022	6.44
	2000-54-54D41-513030-PT503050-	232435	NAPA TRX DATE 031422	73092	03/16/2022	8.44
	2000-54-54D41-513030-PT503050-	232435	NAPA TRX DATE 031422	73092	03/16/2022	12.42
	2000-54-54D41-513030-PT503050-	232435	NAPA TRX DATE 031422	73092	03/16/2022	13.48
	2000-54-54D41-513030-PT503050-	232435	NAPA TRX DATE 031422	73092	03/16/2022	31.82
	2000-54-54D41-513030-PT503050-	232435	NAPA TRX DATE 031422	73092	03/16/2022	34.60
	2000-54-54D41-513030-PT503050-	232435	NAPA TRX DATE 031422	73092	03/16/2022	82.33
	2000-54-54D41-513030-PT503050-	232435	NAPA TRX DATE 031422	73092	03/16/2022	94.60
	2000-54-54D41-513030-PT503050-	232435	NAPA TRX DATE 031422	73092	03/16/2022	287.44
	2000-54-54D41-513030-PT503050-	232435	NAPA TRX DATE 031422	73092	03/16/2022	326.52
	2000-54-54M41-513030-PT503050-	232435	NAPA TRX DATE 031422	73092	03/16/2022	2.53
	2000-54-54M41-513030-PT503050-	232435	NAPA TRX DATE 031422	73092	03/16/2022	7.76
	2000-54-54M41-513030-PT503050-	232435	NAPA TRX DATE 031422	73092	03/16/2022	104.64
	2000-54-54D41-515340-PT504990-	231964	OILS FOR PUBLIC TRANSIT (BLANKET)	73092	03/16/2022	100.32
	2000-54-54D41-515340-PT504990-	231961	ANTIFREEZE-GREEN (BLANKET)	73092	03/16/2022	52.68
	2000-54-54M41-515340-PT504990-	231961	ANTIFREEZE-GREEN (BLANKET)	73092	03/16/2022	52.68
	2000-54-54D41-515340-PT504990-	231962	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	73092	03/16/2022	27.96
	2000-54-54M41-515340-PT504990-	231962	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	73092	03/16/2022	27.96
	2000-54-54D41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	2.94
	2000-54-54D41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	3.60
	2000-54-54D41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	4.12
	2000-54-54D41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	6.08
	2000-54-54D41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	6.44
	2000-54-54D41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	12.42
	2000-54-54D41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	17.16
	2000-54-54D41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	31.82
	2000-54-54D41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	34.60
	2000-54-54D41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	82.33
	2000-54-54D41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	94.60
	2000-54-54D41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	239.12
	2000-54-54D41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	287.44
	2000-54-54D41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	326.52
	2000-54-54M41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	10.09
	2000-54-54M41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	31.56
	2000-54-54M41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	32.74
	2000-54-54M41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	51.27
	2000-54-54M41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	66.33
	2000-54-54M41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	108.00
	2000-54-54M41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	504.24
	2000-54-54M41-513030-PT503050-	232627	NAPA TRX DATE 031822	73319	03/22/2022	847.77
	2000-54-54M41-513030-PT503050-	232655	NAPARETURNTRAN 031822	73319	03/22/2022	(108.00)
	2000-54-54D41-513030-PT503050-	232579	NAPA TRX DATE 031722	73319	03/22/2022	2.94

	2000-54-54D41-513030-PT503050-	232579	NAPA TRX DATE 031722	73319	03/22/2022	3.60
	2000-54-54D41-513030-PT503050-	232579	NAPA TRX DATE 031722	73319	03/22/2022	12.26
	2000-54-54M41-513030-PT503050-	232579	NAPA TRX DATE 031722	73319	03/22/2022	10.09
	2000-54-54M41-513030-PT503050-	232579	NAPA TRX DATE 031722	73319	03/22/2022	17.44
	2000-54-54M41-513030-PT503050-	232579	NAPA TRX DATE 031722	73319	03/22/2022	32.74
	2000-54-54M41-513030-PT503050-	232579	NAPA TRX DATE 031722	73319	03/22/2022	51.27
	2000-54-54M41-513030-PT503050-	232579	NAPA TRX DATE 031722	73319	03/22/2022	63.43
	2000-54-54M41-513030-PT503050-	232523	NAPA TRX DATE 031622	73319	03/22/2022	2.55
	2000-54-54M41-513030-PT503050-	232523	NAPA TRX DATE 031622	73319	03/22/2022	10.09
	2000-54-54M41-513030-PT503050-	232523	NAPA TRX DATE 031622	73319	03/22/2022	22.71
	2000-54-54M41-513030-PT503050-	232523	NAPA TRX DATE 031622	73319	03/22/2022	31.56
	2000-54-54M41-513030-PT503050-	232523	NAPA TRX DATE 031622	73319	03/22/2022	34.88
	2000-54-54M41-513030-PT503050-	232523	NAPA TRX DATE 031622	73319	03/22/2022	47.81
	2000-54-54M41-513030-PT503050-	232523	NAPA TRX DATE 031622	73319	03/22/2022	51.27
	2000-54-54M41-513030-PT503050-	232523	NAPA TRX DATE 031622	73319	03/22/2022	65.14
	2000-54-54M41-513030-PT503050-	232523	NAPA TRX DATE 031622	73319	03/22/2022	204.64
	2000-54-54M41-513030-PT503050-	232523	NAPA TRX DATE 031622	73319	03/22/2022	2,635.50
	2000-54-54M41-513030-PT503050-	232523	NAPA TRX DATE 031622	73319	03/22/2022	5,469.68
	2000-54-54D41-513030-PT503050-	232472	NAPA TRX DATE 031522	73319	03/22/2022	5.15
	2000-54-54D41-513030-PT503050-	232472	NAPA TRX DATE 031522	73319	03/22/2022	18.00
	2000-54-54D41-513030-PT503050-	232472	NAPA TRX DATE 031522	73319	03/22/2022	180.72
	2000-54-54D41-513030-PT503050-	232472	NAPA TRX DATE 031522	73319	03/22/2022	192.99
	2000-54-54D41-513030-PT503050-	232472	NAPA TRX DATE 031522	73319	03/22/2022	209.30
	2000-54-54M41-513030-PT503050-	232472	NAPA TRX DATE 031522	73319	03/22/2022	2.69
	2000-54-54M41-513030-PT503050-	232472	NAPA TRX DATE 031522	73319	03/22/2022	19.95
	2000-54-54M41-513030-PT503050-	232472	NAPA TRX DATE 031522	73319	03/22/2022	67.54
	2000-54-54M41-513030-PT503050-	232472	NAPA TRX DATE 031522	73319	03/22/2022	108.00
	2000-54-54M41-513030-PT503050-	232472	NAPA TRX DATE 031522	73319	03/22/2022	304.49
	2000-54-54M41-513030-PT503050-	232472	NAPA TRX DATE 031522	73319	03/22/2022	401.62
	2000-54-54M41-513030-PT503050-	232472	NAPA TRX DATE 031522	73319	03/22/2022	504.24
	2000-54-54D41-513030-PT503050-	232508	NAPARETURNTRAN 031522	73319	03/22/2022	(18.00)
	2000-54-54M41-513030-PT503050-	232508	NAPARETURNTRAN 031522	73319	03/22/2022	(108.00)
	2000-54-54D41-513030-PT503050-	232665	NAPA TRX DATE 032122	73319	03/23/2022	28.46
	2000-54-54D41-513030-PT503050-	232665	NAPA TRX DATE 032122	73319	03/23/2022	240.40
	2000-54-54M41-513030-PT503050-	232665	NAPA TRX DATE 032122	73319	03/23/2022	10.09
	2000-54-54M41-513030-PT503050-	232665	NAPA TRX DATE 032122	73319	03/23/2022	32.63
	2000-54-54M41-513030-PT503050-	232665	NAPA TRX DATE 032122	73319	03/23/2022	32.74
	2000-54-54M41-513030-PT503050-	232665	NAPA TRX DATE 032122	73319	03/23/2022	33.20
	2000-54-54M41-513030-PT503050-	232665	NAPA TRX DATE 032122	73319	03/23/2022	51.27
	2000-54-54M41-513030-PT503050-	232665	NAPA TRX DATE 032122	73319	03/23/2022	54.00
	2000-54-54M41-513030-PT503050-	232665	NAPA TRX DATE 032122	73319	03/23/2022	63.43
	2000-54-54M41-513030-PT503050-	232665	NAPA TRX DATE 032122	73319	03/23/2022	84.96
	2000-54-54M41-513030-PT503050-	232665	NAPA TRX DATE 032122	73319	03/23/2022	125.59
	2000-54-54M41-513030-PT503050-	232665	NAPA TRX DATE 032122	73319	03/23/2022	252.12
	2000-54-54M41-513030-PT503050-	232670	NAPARETURNTRAN 032122	73319	03/23/2022	(54.00)
	2000-54-54M41-513030-PT503050-	232736	NAPA TRX DATE 032222	73319	03/24/2022	161.28
	2000-54-54M41-513030-PT503050-	232736	NAPA TRX DATE 032222	73319	03/24/2022	3,972.91
	2000-54-54D41-515340-PT504990-	232370	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	PCard	03/24/2022	52.32
	2000-54-54M41-515340-PT504990-	232370	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET)	PCard	03/24/2022	52.32
	2000-54-54160-515340-PT504990-	232368	BLANKET PO SUPPLIES FOR PUBLIC TRANSIT	PCard	03/24/2022	372.06
	Total Paid by Vendor					**20,236.66**
PCARD PAYMENTS	2000-54-5416D-515340-PT504990-	258019	THE HOME DEPOT #0804 GRINDER/DISC	PCard	03/15/2022	36.22
	2000-54-5416M-515340-PT504990-	258019	THE HOME DEPOT #0804 GRINDER/DISC	PCard	03/15/2022	36.22
	2000-54-5416D-515340-PT504990-	258020	THE HOME DEPOT DISC GRINDER	PCard	03/15/2022	5.49
	2000-54-5416M-515340-PT504990-	258020	THE HOME DEPOT DISC GRINDER	PCard	03/15/2022	5.48
	Total Paid by Vendor					**83.41**
SEON DESIGN INC	2000-54-54M10-520500-PT504990-	167436	TWO COMPLETE CAMERA SYSTEMS (SOLE SOURCE)	73124	03/16/2022	1,068.00
	2000-54-54M10-520500-PT504990-	167552	TWO COMPLETE CAMERA SYSTEMS (SOLE SOURCE)	PCard	03/24/2022	1,870.00
	Total Paid by Vendor					**2,938.00**
SERVICEWEAR APPAREL	2000-54-54M10-515670-PT502130-	0047099882	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73240	03/21/2022	261.20
	2000-54-5416D-515670-PT502130-	00470099882	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	52.92
	2000-54-5416M-515670-PT502130-	00470099882	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	52.93

		2000-54-54M10-515670-PT502130-	0047136754	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	107.71
		2000-54-54D10-515670-PT502130-	0047136760	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	194.25
		2000-54-54D10-515670-PT502130-	0047136756	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	99.58
		2000-54-54M10-515670-PT502130-	0047124774	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	250.77
		2000-54-54D10-515670-PT502130-	0047124779	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	198.01
		2000-54-54M10-515670-PT502130-	0047124780	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	169.41
		2000-54-54D10-515670-PT502130-	0047124781	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	143.28
		2000-54-5416D-515670-PT502130-	0047124775	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	82.62
		2000-54-5416M-515670-PT502130-	0047124775	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	82.61
		2000-54-54M10-515670-PT502130-	0047109934	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	36.07
		2000-54-54D10-515670-PT502130-	0047109931	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	36.07
		2000-54-54D10-515670-PT502130-	0047109928	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	83.11
		2000-54-54M10-515670-PT502130-	0047089745	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	92.85
		2000-54-54M10-515670-PT502130-	0047089746	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	17.92
		2000-54-54D10-515670-PT502130-	0047089747	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	42.32
		2000-54-54M10-515670-PT502130-	0047109937	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	251.24
		2000-54-54D10-515670-PT502130-	0047109932	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	246.76
		2000-54-54D10-515670-PT502130-	0047109940	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/21/2022	160.79
		2000-54-54D10-515670-PT502130-	0047109941	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/22/2022	128.78
		2000-54-54D10-515670-PT502130-	0047109939	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/22/2022	157.32
		2000-54-54M10-515670-PT502130-	0047109942	UNIFORMS-PUBLIC TRANSIT (BLANKET)	73357	03/22/2022	88.26
		Total Paid by Vendor					**3,036.78**
	STAPLES INC	2000-54-54160-513040-PT504990-	3501998648	500B CHURCH ST./EEGEEMCANALLY/2564275206/2ND FL	PCard	03/24/2022	63.34
		2000-54-54160-513040-PT504990-	3501998649	500B CHURCH ST./EEGEEMCANALLY/2564275206/2ND FL	PCard	03/24/2022	18.49
		Total Paid by Vendor					**81.83**
	Total by Fund 2000						**68,274.18**
2001	FUQUA & PARTNERS ARCHITECTS PC	2001-54-62000-522000-EDPROFSV-	L-2-06721	ARCHITECTURAL SERVICES	73296	03/22/2022	35,338.05
		2001-54-62000-522000-EDPROFSV-	L-1-06721	ARCHITECTURAL SERVICES	73296	03/22/2022	78,529.00
		Total Paid by Vendor					**113,867.05**
	Total by Fund 2001						**113,867.05**
2100	ACCELERATED RISK MANAGEMENT LLC	2100-70-70300-523000-00000000-00128	2202149	LEAD BASED PAINT INSPECTIONS (BLANKET PO)	73047	03/16/2022	225.00
		2100-70-70300-523000-00000000-00128	2202150	LEAD BASED PAINT INSPECTIONS (BLANKET PO)	73047	03/16/2022	225.00
		2100-70-70300-523000-00000000-00128	2202151	LEAD BASED PAINT INSPECTIONS (BLANKET PO)	73047	03/16/2022	225.00
		2100-70-70300-523000-00000000-00128	2202152	LEAD BASED PAINT INSPECTIONS (BLANKET PO)	73047	03/16/2022	225.00
		Total Paid by Vendor					**900.00**
	CRISIS SERVICES OF NORTH ALABAMA	2100-70-70100-515340-PN200011-00118	REQ8HESG20	REIMBURSE EXPENSE REQUEST NO 8	73181	03/18/2022	5,692.43
		Total Paid by Vendor					**5,692.43**
	MEADOW HILLS INITIATIVE INC	2100-70-70100-515520-PN200010-00007	REQ8UDAG	REIMBURSE UTILITIES FOR NEIGHBORHOOD CENTER	73217	03/21/2022	202.81
		Total Paid by Vendor					**202.81**
	RIAH ROSE HOME FOR CHILDREN	2100-70-70100-515340-PN200011-00118	REQ8HESG20	REIMBURSE EXPENSE REQUEST NO 8	73233	03/18/2022	8,293.48
		Total Paid by Vendor					**8,293.48**
	SERVICEWEAR APPAREL	2100-70-70300-515670-00000000-00128	0047191983	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	73240	03/18/2022	277.04
		2100-70-70300-515670-00000000-00128	0047232134	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	PCard	03/24/2022	161.14
		Total Paid by Vendor					**438.18**
	STAPLES INC	2100-70-70100-515340-00000000-00128	3501212940	120 HOLMES AVE 2ND FLOOR JANE S. 256-882-7524	73246	03/18/2022	105.94
		2100-70-70100-515340-PN200015-	3501212940	120 HOLMES AVE 2ND FLOOR JANE S. 256-882-7524	73246	03/18/2022	149.25
		2100-70-70100-515340-00000000-00128	3501998674	120 HOLMES AVE 2ND FLOOR JANE S. 256-882-7524	PCard	03/24/2022	110.12
		2100-70-70100-515340-PN200015-	3501998674	120 HOLMES AVE 2ND FLOOR JANE S. 256-882-7524	PCard	03/24/2022	29.29
		2100-70-70100-515340-PN200015-	3501998675	120 HOLMES AVE 2ND FLOOR JANE S. 256-882-7524	PCard	03/24/2022	66.99
		Total Paid by Vendor					**461.59**
	XEROX CORPORATION	2100-70-70100-515340-00000000-00128	IN1603667	FY22 BLANKET PO FOR XEROX COPIER SERVICES COH T190	73149	03/16/2022	11.99
		2100-70-70300-515340-00000000-00128	IN1603667	FY22 BLANKET PO FOR XEROX COPIER SERVICES COH T190	73149	03/16/2022	11.99
		Total Paid by Vendor					**23.98**
	Total by Fund 2100						**16,012.47**
2101	CRISIS SERVICES OF NORTH ALABAMA	2101-70-70100-515340-00000000-00130	REQ16HESGCV20	REIMBURSE EXPENSE REQUEST NO 16	73064	03/16/2022	1,073.56
		Total Paid by Vendor					**1,073.56**
	FIRST STOP INC	2101-70-70100-515370-00000000-00130	REQ16HESGCV20	REIMBURSE EXPENSE REQUEST NO 16	73070	03/16/2022	19,356.82
		Total Paid by Vendor					**19,356.82**
	HARRIS HOME FOR CHILDREN	2101-70-70100-515340-00000000-00130	REQ16HESGCV20	REIMBURSE EXPENSE REQUEST NO 16	73078	03/16/2022	125,906.10
		Total Paid by Vendor					**125,906.10**
	HUNTSVILLE ASSISTANCE PROGRAM	2101-70-70100-515370-00000000-00122	REQ12ADMIN	OUTSIDE PROFESSIONAL SERVICES REQ. 12 US TREASURY	72961	03/14/2022	7,101.04
		Total Paid by Vendor					**7,101.04**

	SPHERION STAFFING LLC	2101-70-70100-515370-00000000-00122	RL2635321	TEMP EMPLOYEES (BLANKET PO)	73029	03/14/2022	550.40
		2101-70-70100-515370-00000000-00122	RL2639706	TEMP EMPLOYEES (BLANKET PO)	73245	03/18/2022	670.80
		2101-70-70100-515370-00000000-00122	RL2645909	TEMP EMPLOYEES (BLANKET PO)	PCard	03/24/2022	653.60
		Total Paid by Vendor					**1,874.80**
	Total by Fund 2101						**155,312.32**
2200	FAMILY SERVICES CENTER INC	2200-70-00000-515520-C0020519-	21-523/2	DRAW #2 CHDO OPERATING	72947	03/14/2022	13,174.67
		Total Paid by Vendor					**13,174.67**
	Total by Fund 2200						**13,174.67**
3020	ALABAMA CONCRETE INC	3020-55-00000-516010-00000000-	108997	FY22 CONCRETE BLANKET--MAINTENANCE	72908	03/14/2022	440.00
		3020-55-00000-516040-00000000-	108920	FY22 CONCTETE- PWS CONSTRUCTION (BLANKET)	72908	03/15/2022	1,150.00
		3020-55-00000-516040-00000000-	108921	FY22 CONCTETE- PWS CONSTRUCTION (BLANKET)	72908	03/15/2022	1,180.00
		3020-55-00000-516040-00000000-	108756	FY22 CONCTETE- PWS CONSTRUCTION (BLANKET)	73154	03/17/2022	944.00
		3020-55-00000-516010-00000000-	109128	FY22 CONCRETE BLANKET--MAINTENANCE	73154	03/17/2022	508.50
		3020-55-00000-516010-00000000-	109126	FY22 CONCRETE BLANKET--MAINTENANCE	73154	03/17/2022	708.00
		3020-55-00000-516010-00000000-	109127	FY22 CONCRETE BLANKET--MAINTENANCE	73154	03/17/2022	330.00
		Total Paid by Vendor					**5,260.50**
	CHAPMAN SISSON ARCHITECTS INC	3020-14-00000-520600-PR8463XX-	2022-8118 REIMB EXP	REIMBURSABLE EXPENSES	73285	03/22/2022	4,533.99
		Total Paid by Vendor					**4,533.99**
	EVANS & EVANS LAWYERS LLC	3020-71-00000-524003-00000000-	7130	GREENBRIER PKWY P-V DAVID/BRENDA PAGE COND. TRT 3A	73069	03/16/2022	2,525.53
		Total Paid by Vendor					**2,525.53**
	GEO SOLUTIONS LLC	3020-71-00000-521000-PR2501XX-	37227	OPPORTUNITY & PROSPERIT PROPOS	73197	03/16/2022	1,760.00
		Total Paid by Vendor					**1,760.00**
	GRAYBAR ELECTRIC COMPANY	3020-75-00000-529000-00000000-	9325735916	ITEMS FOR PROJECT	72954	03/14/2022	103.41
		Total Paid by Vendor					**103.41**
	HUNTSVILLE FENCE COMPANY	3020-10-00000-523000-REDEV001-	COH31822	BOTANICAL GARDEN FENCING	73306	03/23/2022	21,311.20
		Total Paid by Vendor					**21,311.20**
	HUNTSVILLE UTILITIES	3020-71-00000-524000-PR8120XX-	G1 - ATC	ZIERDT RD PROJECT - ATC GAS - 1ST REIMBURSEMENT	73084	03/15/2022	15,628.12
		Total Paid by Vendor					**15,628.12**
	HUNTSVILLE-MADISON COUNTY SENIOR CENTER INC	3020-14-00000-523000-PR8638XX-	INV #7-REIMB	SENIOR CENTER CHILLER REPLACEMENT	72965	03/15/2022	31,678.09
		Total Paid by Vendor					**31,678.09**
	JAKE MARSHALL SERVICE INC	3020-14-00000-523033-00000000-	Huntsville-439093	DOOR ACCESS CONTROLS-HEALTH & WELLNESS	73086	03/15/2022	190.00
		Total Paid by Vendor					**190.00**
	JAMES R HALL	3020-55-00000-516020-00000000-	56035	ROADSIDE TOWING FOR RESURFACING	73351	03/23/2022	35.00
		3020-55-00000-516020-00000000-	56034	ROADSIDE TOWING FOR RESURFACING	73351	03/23/2022	35.00
		3020-55-00000-516020-00000000-	54749	ROADSIDE TOWING FOR RESURFACING	73351	03/23/2022	35.00
		3020-55-00000-516020-00000000-	56116	ROADSIDE TOWING FOR RESURFACING	73351	03/23/2022	35.00
		3020-55-00000-516020-00000000-	56118	ROADSIDE TOWING FOR RESURFACING	73351	03/23/2022	35.00
		3020-55-00000-516020-00000000-	54767	ROADSIDE TOWING FOR RESURFACING	73351	03/23/2022	35.00
		3020-55-00000-516020-00000000-	54768	ROADSIDE TOWING FOR RESURFACING	73351	03/23/2022	35.00
		3020-55-00000-516020-00000000-	54769	ROADSIDE TOWING FOR RESURFACING	73351	03/23/2022	35.00
		3020-55-00000-516020-00000000-	55816	ROADSIDE TOWING FOR RESURFACING	73351	03/23/2022	35.00
		3020-55-00000-516020-00000000-	56117	ROADSIDE TOWING FOR RESURFACING	73351	03/23/2022	35.00
		3020-55-00000-516020-00000000-	55810	ROADSIDE TOWING FOR RESURFACING	73351	03/23/2022	35.00
		3020-55-00000-516020-00000000-	55811	ROADSIDE TOWING FOR RESURFACING	73351	03/23/2022	35.00
		Total Paid by Vendor					**420.00**
	MULTIVISTA	3020-14-00000-522010-00000000-	4394	PHOTOGRAPHIC DOCUMENTATION-NEW CITY HALL	73099	03/15/2022	22,175.00
		Total Paid by Vendor					**22,175.00**
	NORFOLK SOUTHERN RAILWAY COMPANY	3020-71-00000-527000-00000000-	92498940	ANNUAL LAND LEASE OF .4505 ACRES	73223	03/18/2022	1.00
		Total Paid by Vendor					**1.00**
	OMI INC	3020-14-00000-523021-00000000-	22570	ENGINEERING SERVICES - JOE DAV	73337	03/22/2022	897.90
		Total Paid by Vendor					**897.90**
	RIVER VALLEY CONCRETE PUMPING LLC	3020-55-00000-516010-00000000-	3543	CONCRETE PUMPING BLANKET FOR PWS	73114	03/16/2022	504.90
		3020-55-00000-516010-00000000-	3193	CONCRETE PUMPING 2169 HOBBS ISLAND RD	73114	03/16/2022	800.00
		Total Paid by Vendor					**1,304.90**
	ROGERS GROUP INC	3020-55-00000-516020-00000000-	APPL #2 RESURFACE	RESURFACING OF RESIDENTIAL STR	73234	03/16/2022	858,629.46
		3020-55-00000-516010-00000000-	0203001125-2	FY22 ASPHALT BLANKET--MAINTENANCE	73234	03/16/2022	1,083.57
		3020-55-00000-516010-00000000-	0203001185	FY22 ASPHALT BLANKET--MAINTENANCE	73234	03/16/2022	5,873.86
		Total Paid by Vendor					**865,586.89**
	SITEONE LANDSCAPE SUPPLY HOLDING LLC	3020-55-00000-516010-00000000-	116814778-001	RAILROAD CROSS TIES FOR MAINTENANCE	73242	03/18/2022	435.95
		Total Paid by Vendor					**435.95**
	SOLID WASTE DISPOSAL AUTHORITY	3020-71-00000-520600-PR8627XX-	T1004472	BUILDERS SQUARE SITE DEMO - BLANKET	73131	03/16/2022	4,089.31
		3020-71-00000-520600-PR8627XX-	T1004374	BUILDERS SQUARE SITE DEMO - BLANKET	73362	03/23/2022	19,047.54

		Total Paid by Vendor					**23,136.85**
	TEMPLE INC	3020-75-00000-529000-00000000-	INV0217089	TRAFFIC SIGNAL CABINETS	73371	03/23/2022	39,139.00
		Total Paid by Vendor					**39,139.00**
	THE ARTS COUNCIL INC	3020-00-00000-610059-00000000-	PA0317722.2	FY22 PUBLIC ART PROJECT SUPPORT (BLANKET PO)	73161	03/21/2022	527,000.00
		Total Paid by Vendor					**527,000.00**
	THOMPSON TRACTOR COMPANY INC	3020-15-00000-520100-00000000-	SPI01040333	LOWBOY TRAILER FOR PWS	73137	03/16/2022	108,651.79
		Total Paid by Vendor					**108,651.79**
	TURFGRASS OF TENNESSEE LLC	3020-14-00000-528005-00000000-	27992	TIFWAY BERMUDA- BRAHAN SPRING GREENWAY	PCard	03/24/2022	6,669.00
		Total Paid by Vendor					**6,669.00**
	UTILICOM SUPPLY ASSOCIATES LLC	3020-75-00000-529000-00000000-	291599	LED'S FOR PROJECT	73380	03/23/2022	132.75
		Total Paid by Vendor					**132.75**
	VULCAN MATERIALS CO	3020-55-00000-516010-00000000-	51124110	FY22 ROCK BLANKET--MAINTENANCE	73252	03/18/2022	485.33
		3020-55-00000-516010-00000000-	51124111	FY22 ROCK BLANKET--MAINTENANCE	73252	03/18/2022	853.04
		3020-55-00000-516010-00000000-	51120025	FY22 ROCK BLANKET--MAINTENANCE	73252	03/18/2022	1,057.35
		3020-55-00000-516010-00000000-	51115913	FY22 ROCK BLANKET--MAINTENANCE	73383	03/22/2022	126.79
		Total Paid by Vendor					**2,522.51**
	W.M. BOEHME INC	3020-14-00000-522017-00000000-	RFP #2	ARCHITECTURAL SERVICES - PUBLI	73385	03/22/2022	239,049.84
		Total Paid by Vendor					**239,049.84**
	WILMER & LEE PA	3020-71-00000-524000-PR8141XX-	WINCHESTER RD TRCT 8	WINCHESTER RD IMPR, TRACT #8-J&J LEE-PMT FOR ROW	73145	03/15/2022	6,433.50
		Total Paid by Vendor					**6,433.50**
	WIREGRASS CONSTRUCTION CO INC	3020-55-00000-516010-00000000-	160384	ASPHALT (REED NOT MAKING 3/2/22)	73253	03/18/2022	327.60
		Total Paid by Vendor					**327.60**
	Total by Fund 3020						**1,926,875.32**
3030	HUNTSVILLE CITY SCHOOLS	3030-00-00000-610123-00000000-	MAR 2022 APP	MAR APPROPR PER BUD,LESS HPD COS,LESS LEASE2800POP	72963	03/15/2022	2,413,556.58
		Total Paid by Vendor					**2,413,556.58**
	Total by Fund 3030						**2,413,556.58**
3060	HUNTSVILLE SPORTS COMMISSION	3060-00-00000-610019-00000000-	2022 NASA BASH TOURN	2022 NASA BASH VOLLEYBALL-ORD 21-25	72966	03/15/2022	10,000.00
		3060-00-00000-610019-00000000-	2022 AHSAA N REGION	2022 AHSAA N. REGIONAL VOLLEYBALL-ORD 22-155	72966	03/15/2022	34,712.75
		3060-00-00000-610019-00000000-	2022 AHSAA WRESTLING	LODGING TAX: AHSAA WRESTLING ORD 21-298/22-155	73205	03/16/2022	84,612.72
		Total Paid by Vendor					**129,325.47**
	Total by Fund 3060						**129,325.47**
3080	ATHENS UTILITIES	3080-71-00000-530000-00000000-	648 MI	ATC FOR HOAR CONSTRUCTION @ BUFFALO ROCK	73279	03/22/2022	23,783.66
		Total Paid by Vendor					**23,783.66**
	GARVER LLC	3080-71-00000-524027-00000000-	21S02160-8	WEST HUNTSVILLE PARK EDS	72950	03/14/2022	9,206.97
		3080-71-00000-524027-00000000-	20S02480-13	PUBLIC PARKNG LOT @ CRP EAST-E	72950	03/14/2022	558.14
		Total Paid by Vendor					**9,765.11**
	HUNTSVILLE UTILITIES	3080-71-00000-530000-00000000-	CCC OFFICES ATC	CCC OFFICES/WAREHOUSE-INFRASTRUCTURE COST ATC ELEC	72968	03/14/2022	15,339.00
		3080-71-00000-530000-00000000-	JAGUAR HILLS PH3 ATC	JAGUAR HILLS PH 3-AL STANLEY CONSTRUCTION-ATC-ELEC	73309	03/22/2022	22,307.00
		Total Paid by Vendor					**37,646.00**
	NORFOLK SOUTHERN RAILWAY COMPANY	3080-71-00000-524037-00000000-	92151001	GREENBRIER PRKWY PH III UT REL	73331	03/22/2022	26,377.65
		Total Paid by Vendor					**26,377.65**
	OMI INC	3080-71-00000-524027-00000000-	22606	MIDCITY POND DIKE TESTING SERV	73104	03/16/2022	3,658.30
		Total Paid by Vendor					**3,658.30**
	PETTEY AND ASSOCIATES	3080-71-00000-530000-00000000-	22098	1.32 AC PISGAH DR-FEE FOR APPRAISAL SERVICES	73344	03/22/2022	2,500.00
		3080-71-00000-530000-00000000-	22098	1.32 ACRES PISGAH DR FEE FOR APPRAISAL SERVICES	73344	03/23/2022	2,500.00
		Total Paid by Vendor					**5,000.00**
	ROGERS GROUP INC	3080-71-00000-524000-BUDGET01-	APPL #3 GUNTERS WAY	GUNTER'S WAY	73015	03/15/2022	485,100.99
		3080-71-00000-524000-BUDGET01-	APPL #4 GUNTERS WAY	GUNTER'S WAY	73015	03/15/2022	902,320.94
		3080-71-00000-524000-BUDGET01-	APPL #13 SANDERSON R	SANDERSON ROAD EXTENSION	73120	03/15/2022	1,182,215.40
		3080-71-00000-524008-00000000-	334919-113-1	TWO LANE ROADWAY IMPROVEMENTS - BLANKET	73120	03/15/2022	15,120.40
		Total Paid by Vendor					**2,584,757.73**
	S&ME INC	3080-71-00000-524037-00000000-	1108054	GREENBRIER PARKWAY PHASE IVB	73355	03/22/2022	52,493.63
		Total Paid by Vendor					**52,493.63**
	SERVICE STEEL INC	3080-71-00000-524037-00000000-	136602	POLE TEMPLATES FOR GREENBRIER/MOORESVILLE	73125	03/16/2022	660.00
		Total Paid by Vendor					**660.00**
	Total by Fund 3080						**2,744,142.08**
3430	EXPRESS OIL CHANGE	3430-41-00000-515520-00000000-	00019-350601	STAC VEHICLE MAINTENANCE/REPAIR-BLANKET PO	73294	03/22/2022	85.99
		Total Paid by Vendor					**85.99**
	GOODYEAR SERVICE STORES	3430-41-00000-515520-00000000-	253895	STAC VEHICLE REPAIR BLANKET PO	73299	03/23/2022	768.91
		Total Paid by Vendor					**768.91**
	Total by Fund 3430						**854.90**

3435	GULF STATES DISTRIBUTORS	3435-41-00000-515520-00000000-	1412849-IN	SUBMACHINE GUNS STAC/SWAT	73301	03/22/2022	20,925.00
		Total Paid by Vendor					**20,925.00**
	Total by Fund 3435						**20,925.00**
3700	SOUTHERN LIGHTING AND TRAFFIC	3700-71-00000-516010-00000000-	45050	COBLAT CONTROLLERS - RESEARCH PARK UPGRADES	PCard	03/24/2022	13,100.00
		Total Paid by Vendor					**13,100.00**
	Total by Fund 3700						**13,100.00**
3900	ALABAMA DEPARTMENT OF REVENUE	3900-44-00000-515700-00000000-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	20.05
		Total Paid by Vendor					**20.05**
	CELLCO PARTNERSHIP	3900-44-00000-515070-00000000-	9900365637	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	73250	03/17/2022	80.02
		Total Paid by Vendor					**80.02**
	DUTCH OIL COMPANY INC	3900-44-00000-514010-00000000-	CFN-11494	FUELING TRANS DATED 031022	72943	03/14/2022	91.68
		3900-44-00000-514010-00000000-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	89.56
		3900-44-00000-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	29.68
		3900-44-00000-514010-00000000-	CFN-11554	FUELING TRANS DATED 031522	73291	03/22/2022	18.74
		3900-44-00000-514010-00000000-	CFN-11775	FUELING TRANS DATED 031822	73291	03/23/2022	38.75
		Total Paid by Vendor					**268.41**
	MADISON COUNTY AUTO PARTS INC	3900-44-00000-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	4.30
		Total Paid by Vendor					**4.30**
	POWER HAWK TECHNOLOGIES INC	3900-44-00000-515520-00000000-00126	13460	POWER HAWK N.E.A.R.A.T KIT (SOLE SOURCE)	73226	03/17/2022	22,650.00
		Total Paid by Vendor					**22,650.00**
	STAPLES INC	3900-44-00000-515340-00000000-	3501998650	AMY PAINE 320 FOUNTAIN CIR HUNTSVILLE, AL 35801	PCard	03/24/2022	64.00
		Total Paid by Vendor					**64.00**
	Total by Fund 3900						**23,086.78**
3910	ALABAMA DEPARTMENT OF REVENUE	3910-93-00000-515700-00000000-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	214.66
		Total Paid by Vendor					**214.66**
	DUTCH OIL COMPANY INC	3910-93-00000-514010-00000000-	CFN-11494	FUELING TRANS DATED 031022	72943	03/14/2022	62.47
		Total Paid by Vendor					**62.47**
	HUNTSVILLE UTILITIES	3910-93-00000-515700-00000000-	311010010129 31022	HSV UTILITY FOR ACCT# 311010010129	72968	03/15/2022	11,207.49
		Total Paid by Vendor					**11,207.49**
	Total by Fund 3910						**11,484.62**
3930	ALABAMA DEPARTMENT OF REVENUE	3930-91-00000-515700-00000000-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	222.15
		Total Paid by Vendor					**222.15**
	HUNTSVILLE UTILITIES	3930-91-00000-515700-00000000-	211010022001 030722	HSV UTILITY ACCT #211010022001	73083	03/15/2022	3,859.94
		3930-91-00000-515700-00000000-	221010067291 030722	HSV UTILITY ACCT #221010067291	73083	03/15/2022	2,601.76
		3930-91-00000-515700-00000000-	221010246202 030722	HSV UTILITY ACCT #221010246202	73083	03/15/2022	221.31
		3930-91-00000-515700-00000000-	211010135130 082822	HSV UTILITY ACCT #211010135130	73083	03/15/2022	1,847.06
		3930-91-00000-515700-00000000-	221010058096 030722	HSV UTILITY ACCT #221010058096	73083	03/15/2022	57.68
		3930-91-00000-515700-00000000-	211010021967 030422	HSV UTILITY ACCT #211010021967	73083	03/15/2022	13.85
		3930-91-00000-515700-00000000-	211010021924 030722	HSV UTILITY ACCT #211010021924	73083	03/15/2022	12.34
		Total Paid by Vendor					**8,613.94**
	Total by Fund 3930						**8,836.09**
4011	EMG ONE LLC	4011-14-00000-522014-00000000-	APPL #01	CONSTRUCTION SERVICES - AMPHIT	73292	03/22/2022	80,325.13
		Total Paid by Vendor					**80,325.13**
	MATHENY GOLDMON ARCHITECTURE AND INTERIORS	4011-14-00000-522014-00000000-	4023	ARCHITECTURAL SERVICES-AMPHITH	73320	03/22/2022	81,313.81
		Total Paid by Vendor					**81,313.81**
	OMI INC	4011-14-00000-522014-00000000-	22599	ENGINEERING SERVICES- MIDCITY	72993	03/15/2022	1,833.00
		4011-14-00000-522014-00000000-	22568	ENGINEERING SERVICES- MIDCITY	72993	03/15/2022	450.00
		Total Paid by Vendor					**2,283.00**
	THE ROBINS & MORTON GROUP	4011-14-00000-522014-00000000-	APPL #14 ADMIN	ADMINISTRATIVE COSTS - MID CIT	73352	03/22/2022	95,532.86
		4011-14-00000-522014-00000000-	APPL #14	CONSTRUCTION MGR AGREEMENT-	73352	03/22/2022	3,308,051.58
		4011-14-00000-521020-00000000-	APPL #5 MIDCITY SO P	CONSTRUCTION SERVICES- NEW PAR	73352	03/22/2022	1,066,721.88
		Total Paid by Vendor					**4,470,306.32**
	Total by Fund 4011						**4,634,228.26**
4013	SCHOEL ENGINEERING COMPANY INC	4013-14-00000-521016-00000000-	523663	ENGINEERING SERVICES- JOHN HUN	73235	03/16/2022	13,880.00
		Total Paid by Vendor					**13,880.00**
	Total by Fund 4013						**13,880.00**
6000	A-1 GLASS & AUTO LLC	6000-76-76110-513030-00000000-	I006570	R&M EQ #021772	73152	03/17/2022	225.00
		Total Paid by Vendor					**225.00**
	ALABAMA DEPARTMENT OF REVENUE	6000-76-76210-515700-00000000-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	523.22
		6000-76-76220-515700-00000000-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	406.01
		6000-76-76230-515700-00000000-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	328.86
		6000-76-76250-515700-00000000-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	1,511.40

	6000-76-76260-515700-00000000-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	918.00
	6000-76-76370-515700-00000000-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	1,311.77
	6000-76-76380-515700-00000000-	UT TAX DUE 03/21/22	UTILITY TAX DUE 3/21/22	72905	03/15/2022	12.72
	Total Paid by Vendor					**5,011.98**
AT&T	6000-76-76100-515070-00000000-	2565345657 03/22	CMOM DATA FLOW LINES (BLANKET)	73163	03/17/2022	238.61
	Total Paid by Vendor					**238.61**
BRENNTAG MID-SOUTH INC	6000-76-76200-515340-00000000-	BMS96290	PLANT 6	73167	03/21/2022	3,285.77
	6000-76-76200-515340-00000000-	BMS94194	PLANT 2	73281	03/22/2022	4,945.33
	Total Paid by Vendor					**8,231.10**
CELLCO PARTNERSHIP	6000-76-76100-515070-00000000-	9900365639	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	73250	03/17/2022	6,253.33
	6000-76-76100-515070-00000000-	9901594699	FY22 BLANKET PO VERIZON SERVICES COH BY ITS	73382	03/23/2022	91.50
	Total Paid by Vendor					**6,344.83**
CHEMPACE CORPORATION	6000-00-00000-140100-00000000-	630842	INVENTORY	73286	03/22/2022	1,612.58
	Total Paid by Vendor					**1,612.58**
CINTAS	6000-76-76100-515670-00000000-	4112275366	WPC UNIFORMS MARCH 2022 (BLANKET)	72934	03/15/2022	1,193.28
	6000-76-76100-515670-00000000-	1902828395	WPC UNIFORMS MARCH 2022 (BLANKET)	72934	03/15/2022	175.34
	6000-76-76100-515670-00000000-	4112275849	WPC UNIFORMS MARCH 2022 (BLANKET)	72934	03/15/2022	30.18
	6000-76-76100-515670-00000000-	4112105186	WPC UNIFORMS MARCH 2022 (BLANKET)	72934	03/15/2022	106.79
	6000-76-76100-515670-00000000-	4112275022	WPC UNIFORMS MARCH 2022 (BLANKET)	72934	03/15/2022	20.42
	6000-76-76100-515670-00000000-	4111980008	WPC UNIFORMS MARCH 2022 (BLANKET)	72934	03/15/2022	55.80
	6000-76-76100-515670-00000000-	4111985003	WPC UNIFORMS MARCH 2022 (BLANKET)	72934	03/15/2022	70.28
	6000-76-76100-515670-00000000-	4112275032	WPC UNIFORMS MARCH 2022 (BLANKET)	72934	03/15/2022	80.60
	6000-76-76300-515340-00000000-	4112275033	LAUNDRY RENTAL MARCH 2022	72934	03/15/2022	15.57
	6000-76-76300-515340-00000000-	4112105116	LAUNDRY RENTAL MARCH 2022	72934	03/15/2022	12.47
	6000-76-76300-515340-00000000-	4112274983	LAUNDRY RENTAL MARCH 2022	72934	03/15/2022	35.37
	6000-76-76300-515340-00000000-	4112274964	LAUNDRY RENTAL MARCH 2022	72934	03/15/2022	41.57
	Total Paid by Vendor					**1,837.67**
CLEM TIRE COMPANY	6000-76-76110-513030-00000000-	305124	R&M EQ #021563	73175	03/17/2022	171.92
	6000-76-76110-513030-00000000-	304727	R&M EQ #022103	73175	03/17/2022	892.04
	6000-76-76110-513030-00000000-	304900	EMER R&M MULTIPLE EQUIP	73287	03/23/2022	35.00
	6000-76-76110-513030-00000000-	304729	EMER R&M MULTIPLE EQUIP	73287	03/23/2022	41.00
	6000-76-76110-513030-00000000-	304473	EMER R&M MULTIPLE EQUIP	73287	03/23/2022	30.00
	6000-76-76110-513030-00000000-	304229	EMER R&M MULTIPLE EQUIP	73287	03/23/2022	115.99
	Total Paid by Vendor					**1,285.95**
CORE & MAIN LP	6000-76-00000-526000-00000000-	Q100789	WESTERN AREA WWTP	72937	03/14/2022	177,314.16
	6000-76-00000-526000-00000000-	Q459145	CHASE WWTP CHLORINE CONTACT CHAMBER	72937	03/14/2022	1,925.70
	6000-76-76230-513040-00000000-	Q201621	PL5 4" TAP ON SLUDGE LINE	73178	03/17/2022	1,606.35
	Total Paid by Vendor					**180,846.21**
COWIN EQUIPMENT CO INC	6000-76-00000-526000-00000000-	RSA026468 3	CHASE CHLORINE CONTACT CHAMBER	73289	03/22/2022	5,200.00
	Total Paid by Vendor					**5,200.00**
DEFENSE PEST SOLUTIONS	6000-76-76100-515370-00000000-	22021	PEST CONTROL SVCS BLANKET (OCT 2021-SEPT 2022)	73065	03/16/2022	190.00
	Total Paid by Vendor					**190.00**
DUTCH OIL COMPANY INC	6000-76-76110-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	171.22
	6000-76-76110-514010-00000000-	CFN-11494	FUELING TRANS DATED 031022	72943	03/14/2022	54.27
	6000-76-76110-514010-00000000-	CFN-11407	FUELING TRANS DATED 030422	72943	03/14/2022	36.95
	6000-76-76110-514010-00000000-	CFN-11407	FUELING TRANS DATED 030422	72943	03/14/2022	65.61
	6000-76-76110-514010-00000000-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	90.29
	6000-76-76110-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	139.85
	6000-76-76110-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	159.46
	6000-76-76110-514010-00000000-	CFN-11540	FUELING TRANS DATED 031422	73291	03/22/2022	70.38
	6000-76-76110-514010-00000000-	CFN-11540	FUELING TRANS DATED 031422	73291	03/22/2022	329.51
	6000-76-76110-514010-00000000-	CFN-11554	FUELING TRANS DATED 031522	73291	03/22/2022	44.37
	6000-76-76110-514010-00000000-	CFN-11554	FUELING TRANS DATED 031522	73291	03/22/2022	1,726.35
	6000-76-76110-514010-00000000-	CFN-11741	FUELING TRANS DATED 031622	73291	03/22/2022	49.30
	6000-76-76110-514010-00000000-	CFN-11741	FUELING TRANS DATED 031622	73291	03/22/2022	148.50
	6000-76-76110-514010-00000000-	CFN-11775	FUELING TRANS DATED 031822	73291	03/23/2022	187.43
	6000-76-76110-514010-00000000-	CFN-11775	FUELING TRANS DATED 031822	73291	03/23/2022	189.27
	6000-76-76110-514010-00000000-	CFN-11797	FUELING TRANS DATED 032022	73291	03/23/2022	84.20
	6000-76-76110-514010-00000000-	CFN-11803	FUELING TRANS DATED 032122	73291	03/23/2022	60.10
	6000-76-76110-514010-00000000-	CFN-11803	FUELING TRANS DATED 032122	73291	03/23/2022	154.84
	6000-76-76110-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	114.68
	6000-76-76110-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	250.72

	Total Paid by Vendor					**4,127.30**
ECO-TECH INC	6000-76-00000-526000-00000000-	220274	HAYS PS & CHASE (SOLE SOURCE)	73188	03/17/2022	3,762.00
	Total Paid by Vendor					**3,762.00**
EDDIE POSEY GARAGE LLC	6000-76-76110-513030-00000000-	33891	R&M EQ #021862	73189	03/17/2022	419.18
	6000-76-76110-513030-00000000-	33893	R&M EQ #022053	73189	03/17/2022	419.18
	6000-76-76110-513030-00000000-	33898	R&M EQ #021874 (OVER 25,000 GVWR)	73189	03/17/2022	2,171.02
	6000-76-76110-513030-00000000-	33947	R&M EQ #030445 (OVER 25,000 GVWR)	73189	03/17/2022	3,907.16
	6000-76-76110-513030-00000000-	33944	R&M EQ #021664	73189	03/17/2022	849.17
	6000-76-76110-513030-00000000-	33800	R&M EQ #030445 (OVER 25,000 GVWR)	73189	03/17/2022	1,217.07
	6000-76-76110-513030-00000000-	33823	R&M EQ #030517 (OVER 25,000 GVWR)	73189	03/17/2022	314.00
	6000-76-76110-513030-00000000-	33892	R&M EQ #021873 (OVER 25,000 GVWR)	73189	03/17/2022	368.10
	6000-76-76110-513030-00000000-	33886	R&M EQ #030530 (OVER 25,000 GVWR)	73189	03/17/2022	898.79
	6000-76-76110-513030-00000000-	33894	R&M EQ #030442 (OVER 25,000 GVWR)	73189	03/17/2022	2,217.11
	Total Paid by Vendor					**12,780.78**
ENERSOLV CORPORATION	6000-76-76100-515370-00000000-	FEB 22-0309	LAB SAMPLES TESTING (BLANKET)	73293	03/22/2022	869.00
	Total Paid by Vendor					**869.00**
FOX SCIENTIFIC INC	6000-76-76200-515340-00000000-	S1143656.002	LAB SUPPLIES	73195	03/18/2022	542.40
	6000-76-76200-515340-00000000-	S1144016.001	LAB SUPPLIES	73295	03/22/2022	1,333.52
	Total Paid by Vendor					**1,875.92**
GRAYBAR ELECTRIC COMPANY	6000-76-76260-513040-00000000-	9325568448	PL4 SCADA RACK	73198	03/17/2022	341.05
	6000-76-76250-513040-00000000-	9325616313	PL1 MAINT SHOP WELDER	73198	03/17/2022	230.56
	6000-76-76110-513030-00000000-	9325528864	PL1 GENERATOR REPAIR	73198	03/17/2022	172.97
	6000-76-76260-513040-00000000-	9325833631	PL4 OFFICE REMODEL	73198	03/17/2022	26.94
	6000-76-76260-513040-00000000-	9325938887	PL4 OFFICE REMODEL	73198	03/17/2022	17.64
	6000-76-76200-515340-00000000-	9325467831	FLUKE TESTER	73198	03/17/2022	4,860.16
	6000-76-76370-513040-00000000-	9325900112	565LS VFD CHANGES	73198	03/17/2022	1,479.51
	6000-76-76250-513040-00000000-	9325448442	PL1 PRE-AIR	73198	03/17/2022	26.24
	6000-76-76370-513040-00000000-	9325374371	ROME RD PS BREAKER REPLACEMENT	73198	03/17/2022	5,678.34
	6000-76-76380-513040-00000000-	932593884	MONTE SANO GENERATOR PLUGS	73198	03/17/2022	295.70
	6000-76-76260-513040-00000000-	9325797484	PL4 PVC BOX	73198	03/17/2022	171.00
	6000-76-76250-513040-00000000-	9325982329	PL1A PRE-AIR	73198	03/17/2022	4,522.64
	Total Paid by Vendor					**17,822.75**
HACH COMPANY	6000-76-76200-515340-00000000-	12924641	LAB SUPPLIES (SOLE SOURCE)	73200	03/21/2022	491.71
	6000-76-76200-515340-00000000-	12938683	LAB SUPPLIES (SOLE SOURCE)	73302	03/23/2022	820.28
	Total Paid by Vendor					**1,311.99**
HUNTSVILLE FASTENER & SUPPLY INC	6000-76-76200-513040-00000000-	5949813	FOR MAINENANCE REPAIRS (BLANKET)	73305	03/22/2022	873.00
	Total Paid by Vendor					**873.00**
HUNTSVILLE TRACTOR & EQUIPMENT INC	6000-76-76110-513030-00000000-	RO98689	R&M EQ #050529	73206	03/17/2022	1,665.76
	6000-76-76110-513030-00000000-	RO99073	R&M EQ #040247 (OVER 25,000 GVWR)	73206	03/17/2022	1,631.70
	6000-76-76110-513030-00000000-	PT17365	R & M EQ#050529, 050611, 050657 (OVER 25K GVWR)	73307	03/22/2022	2,621.24
	Total Paid by Vendor					**5,918.70**
HUNTSVILLE UTILITIES	6000-76-76210-515700-00000000-	311010010006 031022	UTILITIES BLANKET (OCT 2021-SEPT 2022)	73308	03/21/2022	22,864.46
	6000-76-76220-515700-00000000-	311010010006 031022	UTILITIES BLANKET (OCT 2021-SEPT 2022)	73308	03/21/2022	20,025.93
	6000-76-76230-515700-00000000-	311010010006 031022	UTILITIES BLANKET (OCT 2021-SEPT 2022)	73308	03/21/2022	13,424.02
	6000-76-76250-515700-00000000-	311010010006 031022	UTILITIES BLANKET (OCT 2021-SEPT 2022)	73308	03/21/2022	65,177.79
	6000-76-76260-515700-00000000-	311010010006 031022	UTILITIES BLANKET (OCT 2021-SEPT 2022)	73308	03/21/2022	35,057.64
	6000-76-76370-515700-00000000-	311010010006 031022	UTILITIES BLANKET (OCT 2021-SEPT 2022)	73308	03/21/2022	59,938.06
	6000-76-76380-515700-00000000-	311010010006 031022	UTILITIES BLANKET (OCT 2021-SEPT 2022)	73308	03/21/2022	677.39
	Total Paid by Vendor					**217,165.29**
INDUSTRIAL CONTRACTOR SUPPLY LLC	6000-76-76200-515340-00000000-	52443	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	73311	03/22/2022	326.65
	6000-76-76200-515340-00000000-	52679	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	73311	03/22/2022	6,138.40
	6000-76-76200-515340-00000000-	52787	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	73311	03/22/2022	362.52
	6000-76-76200-515340-00000000-	52442	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	73311	03/22/2022	40.56
	Total Paid by Vendor					**6,868.13**
ISCO INDUSTRIES INC	6000-76-76110-520100-00000000-	06053244	FUSION MACHINE (SOLE SOURCE)	73313	03/22/2022	4,749.89
	Total Paid by Vendor					**4,749.89**
MADISON COUNTY AUTO PARTS INC	6000-76-76110-513030-00000000-	232435	NAPA TRX DATE 031422	73092	03/16/2022	4.30
	6000-76-76110-513030-00000000-	231882	AUTO PARTS (BLANKET)	73092	03/16/2022	272.43
	6000-76-76110-513030-00000000-	232226	AUTO PARTS (BLANKET)	73215	03/17/2022	271.78
	6000-76-76110-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	6.82
	6000-76-76110-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	22.41
	6000-76-76110-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	31.17

	6000-76-76110-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	48.35
	6000-76-76110-513030-00000000-	231742	AUTO PARTS (BLANKET)	73319	03/23/2022	1,024.40
	6000-76-76110-513030-00000000-	232311	AUTO PARTS (BLANKET)	73319	03/23/2022	234.39
	Total Paid by Vendor					**1,916.05**
MCGRIFF TIRE CO INC	6000-76-76110-513030-00000000-	4660033577	R&M EQ #021795	73216	03/18/2022	394.67
	6000-76-76110-513030-00000000-	4660026586	EMER R&M MULTIPLE EQUIP	PCard	03/24/2022	40.00
	6000-76-76110-513030-00000000-	4660027840	EMER R&M MULTIPLE EQUIP	PCard	03/24/2022	47.80
	6000-76-76110-513030-00000000-	4660027799	EMER R&M MULTIPLE EQUIP	PCard	03/24/2022	47.80
	6000-76-76110-513030-00000000-	4660029236	EMER R&M MULTIPLE EQUIP	PCard	03/24/2022	47.80
	6000-76-76110-513030-00000000-	4660029447	EMER R&M MULTIPLE EQUIP	PCard	03/24/2022	47.80
	6000-76-76110-513030-00000000-	4660029644	EMER R&M MULTIPLE EQUIP	PCard	03/24/2022	493.22
	6000-76-76110-513030-00000000-	4660029371	EMER R&M MULTIPLE EQUIP	PCard	03/24/2022	130.60
	Total Paid by Vendor					**1,249.69**
MR ROOTER PLUMBING	6000-76-76300-516030-00000000-	442655	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	73095	03/16/2022	125.00
	6000-76-76300-516030-00000000-	442758	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	73095	03/16/2022	125.00
	6000-76-76300-516030-00000000-	442873	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	73095	03/16/2022	125.00
	6000-76-76300-516030-00000000-	442868	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	73095	03/16/2022	125.00
	6000-76-76300-516030-00000000-	442869	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	73095	03/16/2022	125.00
	6000-76-76300-516030-00000000-	442841	EMERGENCY PLUMBING REPAIRS (BLANKET)	73095	03/16/2022	170.00
	6000-76-76300-516030-00000000-	442576	EMERGENCY PLUMBING REPAIRS (BLANKET)	73328	03/22/2022	1,095.00
	Total Paid by Vendor					**1,890.00**
NEW HOPE TELEPHONE COORPERATIVE	6000-76-76300-516030-00000000-	2-19-22	DAMAGE CLAIM 395 CHERRY TREE RD	73329	03/22/2022	3,004.00
	Total Paid by Vendor					**3,004.00**
PENHALL COMPANY	6000-76-76300-516030-00000000-	105193	POINT REPAIRS (BLANKET)	73342	03/17/2022	350.00
	Total Paid by Vendor					**350.00**
RAM TOOL & SUPPLY CO INC	6000-00-00000-140100-00000000-	9503304573	INVENTORY STOCK	PCard	03/24/2022	3,822.00
	Total Paid by Vendor					**3,822.00**
RELIABILITY POINT LLC	6000-76-76300-515340-00000000-	16991	TVI CAMERA REPAIR (SOLE SOURCE)	73349	03/22/2022	619.24
	Total Paid by Vendor					**619.24**
REPUBLIC SERVICES INC	6000-76-76200-515730-00000000-	0979-000954790022522	REFUSE CONTAINERS (BLANKET) JAN-MARCH 2022	73113	03/16/2022	1,863.47
	Total Paid by Vendor					**1,863.47**
ROGERS GROUP INC	6000-76-76300-516030-00000000-	0203001159	POINT REPAIR (BLANKET)	73353	03/22/2022	7,804.25
	Total Paid by Vendor					**7,804.25**
RUBBER AND GASKET COMPANY OF AMERICA INC (RGA)	6000-76-76200-515340-00000000-	K24255-001	HOSE REPAIRS (BLANKET)	73121	03/16/2022	1,165.65
	6000-76-76110-513030-00000000-	K30829-001	HOSE REPAIRS (BLANKET)	73354	03/23/2022	76.78
	Total Paid by Vendor					**1,242.43**
SHARP COMMUNICATION INC.	6000-76-76100-515070-00000000-	80079035	SMART RADIOS (BLANKET)	73358	03/22/2022	126.78
	Total Paid by Vendor					**126.78**
SOLID WASTE DISPOSAL AUTHORITY	6000-76-76200-515730-00000000-	T1004467	SOLID WASTE DISPOSAL-BLANKET (OCT 2021-SEP 2022)	73362	03/23/2022	17,371.21
	Total Paid by Vendor					**17,371.21**
SUBURBAN PROPANE CO	6000-76-76200-515340-00000000-	7521-032970-022322	FOR SEWER BAY/MONTE SANO MTN SHOP(BLANKET)	73136	03/16/2022	413.45
	Total Paid by Vendor					**413.45**
TOWN OF TRIANA	6000-76-76260-515700-00000000-	105-012822	UTILITIES BLANKET (OCT 2021-SEPT 2022)	73376	03/22/2022	67.60
	Total Paid by Vendor					**67.60**
TRACTOR & EQUIPMENT CO	6000-76-76110-513030-00000000-	W32873	R & M EQ#050591 (EXCEEDS 25K GVWR)	73377	03/23/2022	3,533.92
	Total Paid by Vendor					**3,533.92**
UNITED RENTALS NORTH AMERICA INC	6000-76-00000-526000-00000000-	202034913-002	CHASE CHLORINE CONTACT CHAMBER	73379	03/22/2022	2,711.00
	Total Paid by Vendor					**2,711.00**
VULCAN MATERIALS CO	6000-76-76300-516030-00000000-	51112694	POINT REPAIR (BLANKET)	73143	03/16/2022	436.61
	6000-76-76300-516030-00000000-	51112698	POINT REPAIR (BLANKET)	73143	03/16/2022	118.86
	6000-76-76300-516030-00000000-	51112695	POINT REPAIR (BLANKET)	73143	03/16/2022	81.25
	6000-76-76300-516030-00000000-	51115915	POINT REPAIR (BLANKET)	73143	03/16/2022	238.88
	6000-76-76300-516030-00000000-	51117700	POINT REPAIR (BLANKET)	73143	03/16/2022	236.78
	6000-76-76300-516030-00000000-	51117699	POINT REPAIR (BLANKET)	73143	03/16/2022	363.46
	6000-76-76300-516030-00000000-	51115919	POINT REPAIR (BLANKET)	73143	03/16/2022	259.47
	6000-76-76300-516030-00000000-	51115918	POINT REPAIR (BLANKET)	73143	03/16/2022	379.77
	6000-76-76300-516030-00000000-	51115917	POINT REPAIR (BLANKET)	73143	03/16/2022	588.08
	6000-76-76300-516030-00000000-	51112696	POINT REPAIR (BLANKET)	73143	03/16/2022	510.68
	Total Paid by Vendor					**3,213.84**
YOUNG SIGN & CRANE SERVICE INC	6000-76-76250-513040-00000000-	35054	PLANT 1 CRANE BLANKET FOR FY22	73068	03/16/2022	1,600.00
	6000-76-76250-513040-00000000-	35093	PLANT 1 CRANE BLANKET FOR FY22	73190	03/17/2022	800.00
	6000-76-76260-513040-00000000-	35095	PLANT 4 CRANE BLANKET FOR FY22	73190	03/17/2022	1,000.00

		Total Paid by Vendor					**3,400.00**
	Total by Fund 6000						**543,747.61**
6010	GARVER LLC	6010-76-00000-526000-00000000-	21C03010-3	WPC SANITARY SEWER REHAB-CONTRACT 1	72950	03/14/2022	11,200.00
		6010-76-00000-526000-00000000-	21S02362-2	2021 WPC ON CALL SURVEYING CONTRACT 2	72950	03/14/2022	1,207.50
		Total Paid by Vendor					**12,407.50**
	HYDRA SERVICE INC	6010-76-00000-526000-00000000-	156300	BOEING PUMP EQUIP RENTAL (SOLE SOURCE) (BLANKET)	73208	03/17/2022	126.00
		6010-76-00000-526000-00000000-	156699	BOEING RENTAL (SOLE SOURCE) (BLANKET)	73208	03/17/2022	2,693.00
		6010-76-00000-526000-00000000-	156951	JOHN HUNT PARK (SOLE SOURCE)	73310	03/22/2022	2,198.00
		Total Paid by Vendor					**5,017.00**
	Total by Fund 6010						**17,424.50**
6020	GARVER LLC	6020-76-00000-526000-00000000-	21S02180-9	WPC SANITARY SEWER MANHOLE MAPPING-16 (BLANKET)	72950	03/14/2022	700.00
		Total Paid by Vendor					**700.00**
	GRAYBAR ELECTRIC COMPANY	6020-76-00000-526000-00000000-	9325712959	ROME RD SPEARS FOR STOCK	73198	03/17/2022	32,997.52
		Total Paid by Vendor					**32,997.52**
	HYDRA SERVICE INC	6020-76-00000-526000-00000000-	155849	WARE PARK PUMP STATION REPAIR (SOLE SOURCE)	73208	03/21/2022	8,114.26
		6020-76-00000-526000-00000000-	156765	FISHER RD LS REPAIR (SOLE SOURCE)	73310	03/22/2022	17,051.13
		Total Paid by Vendor					**25,165.39**
	Total by Fund 6020						**58,862.91**
6030	COWIN EQUIPMENT CO INC	6030-71-00000-526000-00000000-	RSA022385 16	BOEING	73289	03/22/2022	6,900.00
		Total Paid by Vendor					**6,900.00**
	MR ROOTER PLUMBING	6030-71-00000-526000-00000000-	442656	PUMPING-BELLOWS BRANCH (BLANKET)	73095	03/16/2022	125.00
		6030-71-00000-526000-00000000-	442700	PUMPING-BELLOWS BRANCH (BLANKET)	73098	03/16/2022	675.00
		6030-71-00000-526000-00000000-	42768	PUMPING-BELLOWS BRANCH (BLANKET)	73095	03/16/2022	125.00
		6030-71-00000-526000-00000000-	442833	PUMPING-BELLOWS BRANCH (BLANKET)	73095	03/16/2022	125.00
		6030-71-00000-526000-00000000-	442866	PUMPING-BELLOWS BRANCH (BLANKET)	73095	03/16/2022	375.00
		6030-71-00000-526000-00000000-	442674	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73098	03/16/2022	1,050.00
		6030-71-00000-526000-00000000-	442727	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73098	03/16/2022	1,125.00
		6030-71-00000-526000-00000000-	441765	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73098	03/16/2022	1,375.00
		6030-71-00000-526000-00000000-	442718	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73098	03/16/2022	625.00
		6030-71-00000-526000-00000000-	442835	PUMPING-AMAZON BLANKET	73098	03/16/2022	1,750.00
		6030-71-00000-526000-00000000-	442773	PUMPING-AMAZON BLANKET	73098	03/16/2022	2,087.50
		6030-71-00000-526000-00000000-	442715	PUMPING-AMAZON BLANKET	73098	03/16/2022	1,750.00
		6030-71-00000-526000-00000000-	442647	PUMPING-AMAZON BLANKET	73098	03/16/2022	1,875.00
		6030-71-00000-526000-00000000-	442708	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73098	03/16/2022	987.50
		6030-71-00000-526000-00000000-	442867	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73098	03/16/2022	1,200.00
		6030-71-00000-526000-00000000-	442798	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73095	03/16/2022	550.00
		6030-71-00000-526000-00000000-	442829	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73097	03/16/2022	625.00
		6030-71-00000-526000-00000000-	442834	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73095	03/16/2022	500.00
		6030-71-00000-526000-00000000-	442821	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73095	03/16/2022	550.00
		6030-71-00000-526000-00000000-	442830	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73098	03/16/2022	625.00
		6030-71-00000-526000-00000000-	442772	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73098	03/16/2022	987.50
		6030-71-00000-526000-00000000-	442769	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73098	03/16/2022	925.00
		6030-71-00000-526000-00000000-	442749	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73096	03/16/2022	625.00
		6030-71-00000-526000-00000000-	442730	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73098	03/16/2022	1,250.00
		6030-71-00000-526000-00000000-	442702	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73095	03/16/2022	550.00
		6030-71-00000-526000-00000000-	442699	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73095	03/16/2022	550.00
		6030-71-00000-526000-00000000-	442763	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73098	03/16/2022	1,000.00
		6030-71-00000-526000-00000000-	442657	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73096	03/16/2022	625.00
		6030-71-00000-526000-00000000-	442649	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73098	03/16/2022	625.00
		6030-71-00000-526000-00000000-	442669	PUMPING-FIELDS AT HAYES FARM (BLANKET)	73098	03/16/2022	987.50
		6030-71-00000-526000-00000000-	442779	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73098	03/16/2022	875.00
		6030-71-00000-526000-00000000-	442785	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73098	03/16/2022	625.00
		6030-71-00000-526000-00000000-	442819	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73098	03/16/2022	875.00
		6030-71-00000-526000-00000000-	442790	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73098	03/16/2022	987.50
		6030-71-00000-526000-00000000-	442839	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73098	03/16/2022	1,250.00
		6030-71-00000-526000-00000000-	442278	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73098	03/16/2022	8,750.00
		6030-71-00000-526000-00000000-	442863	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73098	03/16/2022	1,250.00
		6030-71-00000-526000-00000000-	442911	PUMPING-MOUNTAIN PRESERVE (BLANKET)	73098	03/16/2022	1,125.00
		6030-71-00000-526000-00000000-	442851	PUMPING-AMAZON BLANKET	73098	03/16/2022	1,650.00
		6030-71-00000-526000-00000000-	441767	PUMPING-AMAZON BLANKET	73098	03/16/2022	3,875.00
		6030-71-00000-526000-00000000-	442601	PUMPING-MEADOWS (BLANKET)	73220	03/18/2022	550.00
		6030-71-00000-526000-00000000-	442676	PUMPING-MEADOWS (BLANKET)	73220	03/18/2022	1,600.00

		6030-71-00000-526000-00000000-	442694	PUMPING-MEADOWS (BLANKET)	73220	03/18/2022	1,350.00
		6030-71-00000-526000-00000000-	442717	PUMPING-MEADOWS (BLANKET)	73219	03/18/2022	375.00
		6030-71-00000-526000-00000000-	442709	PUMPING-MEADOWS (BLANKET)	73220	03/18/2022	1,050.00
		6030-71-00000-526000-00000000-	442762	PUMPING-MEADOWS (BLANKET)	73220	03/18/2022	500.00
		6030-71-00000-526000-00000000-	442780	PUMPING-MEADOWS (BLANKET)	73220	03/18/2022	1,875.00
		6030-71-00000-526000-00000000-	442784	PUMPING-MEADOWS (BLANKET)	73220	03/18/2022	1,875.00
		6030-71-00000-526000-00000000-	442820	PUMPING-MEADOWS (BLANKET)	73220	03/18/2022	1,125.00
		6030-71-00000-526000-00000000-	442789	PUMPING-MEADOWS (BLANKET)	73220	03/18/2022	2,200.00
		6030-71-00000-526000-00000000-	442838	PUMPING-MEADOWS (BLANKET)	73220	03/18/2022	1,000.00
		6030-71-00000-526000-00000000-	441768	PUMPING-MEADOWS (BLANKET)	73220	03/18/2022	10,125.00
		6030-71-00000-526000-00000000-	442862	PUMPING-MEADOWS (BLANKET)	73220	03/18/2022	5,000.00
		6030-71-00000-526000-00000000-	442910	PUMPING-MEADOWS (BLANKET)	73220	03/18/2022	1,500.00
		6030-71-00000-526000-00000000-	442726	PUMPING-MEADOWS (BLANKET)	73220	03/18/2022	1,000.00
		6030-71-00000-526000-00000000-	441764	PUMPING-MEADOWS (BLANKET)	73220	03/18/2022	2,687.50
		6030-71-00000-526000-00000000-	442675	PUMPING-WILSON COVE (BLANKET)	73220	03/18/2022	1,650.00
		6030-71-00000-526000-00000000-	442599	PUMPING-WILSON COVE (BLANKET)	73220	03/18/2022	925.00
		6030-71-00000-526000-00000000-	442693	PUMPING-WILSON COVE (BLANKET)	73220	03/18/2022	1,812.50
		6030-71-00000-526000-00000000-	442663	PUMPING-WILSON COVE (BLANKET)	73220	03/18/2022	1,250.00
		6030-71-00000-526000-00000000-	441763	PUMPING-WILSON COVE (BLANKET)	73220	03/18/2022	1,750.00
		6030-71-00000-526000-00000000-	442716	PUMPING-WILSON COVE (BLANKET)	73220	03/18/2022	625.00
		6030-71-00000-526000-00000000-	442707	PUMPING-WILSON COVE (BLANKET)	73220	03/18/2022	1,100.00
		6030-71-00000-526000-00000000-	442761	PUMPING-WILSON COVE (BLANKET)	73220	03/18/2022	625.00
		6030-71-00000-526000-00000000-	442767	PUMPING-WILSON COVE (BLANKET)	73220	03/18/2022	1,875.00
		6030-71-00000-526000-00000000-	442788	PUMPING-WILSON COVE (BLANKET)	73220	03/18/2022	1,250.00
		6030-71-00000-526000-00000000-	442777	PUMPING-WILSON COVE (BLANKET)	73220	03/18/2022	1,100.00
		6030-71-00000-526000-00000000-	442837	PUMPING-WILSON COVE (BLANKET)	73220	03/18/2022	1,125.00
		6030-71-00000-526000-00000000-	442277	PUMPING-WILSON COVE (BLANKET)	73220	03/18/2022	9,875.00
		6030-71-00000-526000-00000000-	442864	PUMPING-WILSON COVE (BLANKET)	73220	03/18/2022	2,500.00
		6030-71-00000-526000-00000000-	442909	PUMPING-WILSON COVE (BLANKET)	73220	03/18/2022	1,125.00
		Total Paid by Vendor					**109,887.50**
	Total by Fund 6030						**116,787.50**
6040	ALABAMA MEDIA GROUP	6040-71-00000-526000-00000000-	0010266915	AD: BIG COVE BASIN SEWER EXTENSION	73155	03/17/2022	624.00
		6040-71-00000-526000-00000000-	0010266661	AD: BIG COVE BASIN SEWER EXTENSION	73155	03/17/2022	657.25
		Total Paid by Vendor					**1,281.25**
	CORE & MAIN LP	6040-71-00000-526000-00000000-	Q422518	FIELDS AT HAYS FARM	72937	03/14/2022	2,006.11
		Total Paid by Vendor					**2,006.11**
	COWIN EQUIPMENT CO INC	6040-71-00000-526000-00000000-	RSA019316 28	FIELDS AT HAYES FARM	73289	03/22/2022	8,900.00
		6040-71-00000-526000-00000000-	RSA025074 8	GOOSE CREEK/WILSON COVE	73289	03/22/2022	8,500.00
		6040-71-00000-526000-00000000-	RSA019386 24	FIELDS AT HAYES FARM	73289	03/22/2022	18,000.00
		Total Paid by Vendor					**35,400.00**
	GARVER LLC	6040-71-00000-526000-00000000-	21S02640-5	BIG COVE SERVICE BASIN C/A SER	73075	03/15/2022	34,560.00
		6040-71-00000-526000-00000000-	21S02370-4	OLD HWY 20 SANITERY SEWER EXTE	73298	03/22/2022	12,136.25
		Total Paid by Vendor					**46,696.25**
	Total by Fund 6040						**85,383.61**
6200	DUTCH OIL COMPANY INC	6200-55-55200-514010-00000000-	CFN-11478	FUELING TRANS DATED 030922	72943	03/14/2022	5,408.83
		6200-55-55200-514010-00000000-	CFN-11494	FUELING TRANS DATED 031022	72943	03/14/2022	5,318.42
		6200-55-55200-514010-00000000-	CFN-11450	FUELING TRANS DATED 030822	72943	03/14/2022	5,571.27
		6200-55-55200-514010-00000000-	CFN-11514	FUELING TRANS DATED 031122	73291	03/22/2022	915.08
		6200-55-55200-514010-00000000-	CFN-11540	FUELING TRANS DATED 031422	73291	03/22/2022	5,156.47
		6200-55-55200-514010-00000000-	CFN-11554	FUELING TRANS DATED 031522	73291	03/22/2022	3,622.99
		6200-55-55200-514010-00000000-	CFN-11741	FUELING TRANS DATED 031622	73291	03/22/2022	4,429.09
		6200-55-55200-514010-00000000-	CFN-11803	FUELING TRANS DATED 032122	73291	03/23/2022	4,727.23
		6200-55-55200-514010-00000000-	CFN-11758	FUELING TRANS DATED 031722	73291	03/23/2022	4,085.75
		Total Paid by Vendor					**39,235.13**
	FREIGHTLINER OF ARIZONA LLC	6200-55-55200-513030-00000000-	RA380003106:02	COM TX 031822/RA380003106:02	73381	03/22/2022	2,097.60
		6200-55-55200-513030-00000000-	RA380003106:02	COM TX 031822/RA380003106:02	73381	03/22/2022	8,742.78
		Total Paid by Vendor					**10,840.38**
	JAMES R HALL	6200-55-55200-513030-00000000-	56108	COM TX 030722/56108	73118	03/15/2022	250.00
		6200-55-55200-513030-00000000-	56191	COM TX 030722/56191	73118	03/15/2022	250.00
		6200-55-55200-513030-00000000-	56239	COM TX 030722/56239	73118	03/15/2022	250.00
		Total Paid by Vendor					**750.00**
	KELLYS TIRE SERVICE	6200-55-55200-513030-00000000-	199193	COM TX 030922/199193	73087	03/15/2022	116.00

		6200-55-55200-513030-00000000-	199194	COM TX 030922/199194	73087	03/15/2022	28.00
		6200-55-55200-513030-00000000-	199195	COM TX 030922/199195	73087	03/15/2022	35.00
		6200-55-55200-513030-00000000-	199196	COM TX 030922/199196	73087	03/15/2022	35.00
		6200-55-55200-513030-00000000-	199382	COM TX 030922/199382	73087	03/15/2022	116.00
		6200-55-55200-513030-00000000-	199383	COM TX 030922/199383	73087	03/15/2022	85.00
		6200-55-55200-513030-00000000-	199387	COM TX 030922/199387	73087	03/15/2022	88.00
		6200-55-55200-513030-00000000-	199388	COM TX 030922/199388	73087	03/15/2022	35.00
		6200-55-55200-513030-00000000-	199511	COM TX 030922/199511	73087	03/15/2022	95.00
		6200-55-55200-513030-00000000-	199390	COM TX 031422/199390	73315	03/15/2022	116.00
		6200-55-55200-513030-00000000-	199391	COM TX 031422/199391	73315	03/15/2022	56.00
		6200-55-55200-513030-00000000-	199392	COM TX 031422/199392	73315	03/15/2022	116.00
		6200-55-55200-513030-00000000-	199392	COM TX 031422/199392	73315	03/15/2022	870.72
		6200-55-55200-513030-00000000-	199393	COM TX 031422/199393	73315	03/15/2022	224.00
		6200-55-55200-513030-00000000-	199393	COM TX 031422/199393	73315	03/15/2022	2,851.20
		6200-55-55200-513030-00000000-	199394	COM TX 031422/199394	73315	03/15/2022	116.00
		6200-55-55200-513030-00000000-	199395	COM TX 031422/199395	73315	03/15/2022	84.00
		6200-55-55200-513030-00000000-	199396	COM TX 031422/199396	73315	03/15/2022	56.00
		6200-55-55200-513030-00000000-	199396	COM TX 031422/199396	73315	03/15/2022	870.72
		6200-55-55200-513030-00000000-	199397	COM TX 031422/199397	73315	03/15/2022	88.00
		6200-55-55200-513030-00000000-	199398	COM TX 031422/199398	73315	03/15/2022	56.00
		6200-55-55200-513030-00000000-	199399	COM TX 031422/199399	73315	03/15/2022	56.00
		6200-55-55200-513030-00000000-	199400	COM TX 031422/199400	73315	03/15/2022	56.00
		6200-55-55200-513030-00000000-	199742	COM TX 032122/199742	73315	03/23/2022	70.00
		6200-55-55200-513030-00000000-	199742	COM TX 032122/199742	73315	03/23/2022	130.00
		6200-55-55200-513030-00000000-	199743	COM TX 032122/199743	73315	03/23/2022	5.00
		6200-55-55200-513030-00000000-	199743	COM TX 032122/199743	73315	03/23/2022	56.00
		6200-55-55200-513030-00000000-	199744	COM TX 032122/199744	73315	03/23/2022	56.00
		6200-55-55200-513030-00000000-	199745	COM TX 032122/199745	73315	03/23/2022	116.00
		6200-55-55200-513030-00000000-	199746	COM TX 032122/199746	73315	03/23/2022	56.00
		6200-55-55200-513030-00000000-	199747	COM TX 032122/199747	73315	03/23/2022	88.00
		6200-55-55200-513030-00000000-	199748	COM TX 032122/199748	73315	03/23/2022	56.00
		6200-55-55200-513030-00000000-	199749	COM TX 032122/199749	73315	03/23/2022	112.00
		6200-55-55200-513030-00000000-	199750	COM TX 032122/199750	73315	03/23/2022	112.00
		6200-55-55200-513030-00000000-	199751	COM TX 032122/199751	73315	03/23/2022	70.00
		6200-55-55200-513030-00000000-	199752	COM TX 032122/199752	73315	03/23/2022	56.00
		6200-55-55200-513030-00000000-	199753	COM TX 032122/199753	73315	03/23/2022	56.00
		6200-55-55200-513030-00000000-	199754	COM TX 032122/199754	73315	03/23/2022	56.00
		6200-55-55200-513030-00000000-	199755	COM TX 032122/199755	73316	03/23/2022	56.00
		6200-55-55200-513030-00000000-	199756	COM TX 032122/199756	73315	03/23/2022	84.00
		6200-55-55200-513030-00000000-	199757	COM TX 032122/199757	73315	03/23/2022	95.00
		6200-55-55200-513030-00000000-	199869	COM TX 032122/199869	73315	03/23/2022	88.00
		Total Paid by Vendor					**7,667.64**
	MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	5.88
		6200-55-55200-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	9.62
		6200-55-55200-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	12.65
		6200-55-55200-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	24.56
		6200-55-55200-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	30.00
		6200-55-55200-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	36.69
		6200-55-55200-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	44.52
		6200-55-55200-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	51.27
		6200-55-55200-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	58.27
		6200-55-55200-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	86.29
		6200-55-55200-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	101.76
		6200-55-55200-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	128.42
		6200-55-55200-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	192.70
		6200-55-55200-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	202.30
		6200-55-55200-513030-00000000-	232394	NAPA TRX DATE 031122	72979	03/14/2022	368.60
		6200-55-55200-513030-00000000-	232435	NAPA TRX DATE 031422	73092	03/16/2022	5.88
		6200-55-55200-513030-00000000-	232435	NAPA TRX DATE 031422	73092	03/16/2022	47.88
		6200-55-55200-513030-00000000-	232435	NAPA TRX DATE 031422	73092	03/16/2022	62.64
		6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	1.94
		6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	7.81

6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	11.24
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	12.65
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	14.12
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	14.68
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	30.10
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	36.69
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	44.87
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	47.98
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	64.44
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	73.02
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	75.81
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	83.14
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	109.53
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	114.74
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	175.00
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	195.00
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	205.63
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	331.54
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	477.82
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	479.66
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	557.50
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	805.22
6200-55-55200-513030-00000000-	232627	NAPA TRX DATE 031822	73319	03/22/2022	11,197.30
6200-55-55200-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	8.01
6200-55-55200-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	8.41
6200-55-55200-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	11.01
6200-55-55200-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	12.48
6200-55-55200-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	15.50
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6200-55-55200-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	23.70
6200-55-55200-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	27.51
6200-55-55200-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	28.45
6200-55-55200-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	32.40
6200-55-55200-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	44.52
6200-55-55200-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	51.27
6200-55-55200-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	59.28
6200-55-55200-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	78.35
6200-55-55200-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	133.02
6200-55-55200-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	155.48
6200-55-55200-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	157.68
6200-55-55200-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	201.06
6200-55-55200-513030-00000000-	232579	NAPA TRX DATE 031722	73319	03/22/2022	477.82
6200-55-55200-513030-00000000-	232523	NAPA TRX DATE 031622	73319	03/22/2022	1.68
6200-55-55200-513030-00000000-	232523	NAPA TRX DATE 031622	73319	03/22/2022	6.70
6200-55-55200-513030-00000000-	232523	NAPA TRX DATE 031622	73319	03/22/2022	9.77
6200-55-55200-513030-00000000-	232523	NAPA TRX DATE 031622	73319	03/22/2022	17.88
6200-55-55200-513030-00000000-	232523	NAPA TRX DATE 031622	73319	03/22/2022	36.85
6200-55-55200-513030-00000000-	232523	NAPA TRX DATE 031622	73319	03/22/2022	89.60
6200-55-55200-513030-00000000-	232523	NAPA TRX DATE 031622	73319	03/22/2022	109.53
6200-55-55200-513030-00000000-	232523	NAPA TRX DATE 031622	73319	03/22/2022	126.72
6200-55-55200-513030-00000000-	232523	NAPA TRX DATE 031622	73319	03/22/2022	149.08
6200-55-55200-513030-00000000-	232523	NAPA TRX DATE 031622	73319	03/22/2022	182.12
6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	1.77
6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	2.52
6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	3.88
6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	4.37
6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	4.44
6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	6.19
6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	6.24
6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	6.44
6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	6.53
6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	9.77

	6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	10.31
	6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	11.73
	6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	22.02
	6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	63.20
	6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	75.57
	6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	101.00
	6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	125.99
	6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	130.81
	6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	146.28
	6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	152.62
	6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	158.83
	6200-55-55200-513030-00000000-	232472	NAPA TRX DATE 031522	73319	03/22/2022	2,065.42
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	2.45
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	5.93
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	11.80
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	14.15
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	15.50
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	17.53
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	21.50
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	23.70
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	29.35
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	30.40
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	32.40
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	45.50
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	54.84
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	60.00
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	61.64
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	104.72
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	104.93
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	114.52
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	131.63
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	163.86
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	212.25
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	222.32
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	223.33
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	270.62
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	346.20
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	441.98
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	485.69
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	642.86
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	808.30
	6200-55-55200-513030-00000000-	232665	NAPA TRX DATE 032122	73319	03/23/2022	6,109.60
	6200-55-55200-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	3.86
	6200-55-55200-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	12.48
	6200-55-55200-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	13.06
	6200-55-55200-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	22.02
	6200-55-55200-513030-00000000-	232736	NAPA TRX DATE 032222	73319	03/24/2022	190.73
	Total Paid by Vendor					**33,078.80**
MCGRIFF TIRE CO INC	6200-55-55200-513030-00000000-	4660033288	COM TX 030722/4660033288	73093	03/15/2022	50.00
	6200-55-55200-513030-00000000-	4660033288	COM TX 030722/4660033288	73093	03/15/2022	68.00
	6200-55-55200-513030-00000000-	4660033611	COM TX 032122/4660033611	73322	03/23/2022	5.50
	6200-55-55200-513030-00000000-	4660033611	COM TX 032122/4660033611	73322	03/23/2022	8.00
	6200-55-55200-513030-00000000-	4660033611	COM TX 032122/4660033611	73322	03/23/2022	34.00
	6200-55-55200-513030-00000000-	4660033611	COM TX 032122/4660033611	73322	03/23/2022	50.00
	Total Paid by Vendor					**215.50**
OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA INC	6200-55-55200-513040-00000000-	INV-42235	95 GALLON CARTS (BLANKET PO)	73224	03/18/2022	56,266.56
	Total Paid by Vendor					**56,266.56**
REPUBLIC SERVICES INC	6200-55-55200-515730-00000000-	0979-000937165	CITY DUMPSTER OCTOBER 2021	73350	03/23/2022	1,633.71
	Total Paid by Vendor					**1,633.71**
RODS CUSTOM BODY SHOP INC	6200-55-55200-513030-00000000-	4435	COM TX 030722/4435	73119	03/15/2022	30.00
	6200-55-55200-513030-00000000-	4435	COM TX 030722/4435	73119	03/15/2022	245.05
	Total Paid by Vendor					**275.05**

	SERVICEWEAR APPAREL	6200-55-55200-515670-00000000-	004709276	UNIFORMS-PWS SANITATION (BLANKET)	73238	03/17/2022	57.90
		6200-55-55200-515670-00000000-	0047079270	UNIFORMS-PWS SANITATION (BLANKET)	73240	03/17/2022	232.60
		6200-55-55200-515670-00000000-	0047079271	UNIFORMS-PWS SANITATION (BLANKET)	73239	03/17/2022	96.50
		Total Paid by Vendor					**387.00**
	SOLID WASTE DISPOSAL AUTHORITY	6200-55-55200-515730-00000000-	T1004383	BLANKET PO FOR SWDA TIPPING FEES	73244	03/18/2022	259,701.38
		Total Paid by Vendor					**259,701.38**
	THOMPSON TRACTOR COMPANY INC	6200-55-55200-513030-00000000-	TTC1-680395	COM TX 032122/TTC1-680395	73375	03/23/2022	100.81
		6200-55-55200-513030-00000000-	TTC1-680395	COM TX 032122/TTC1-680395	73375	03/23/2022	560.00
		Total Paid by Vendor					**660.81**
	TIMOTHY BEVERLY	6200-55-55200-513030-00000000-	41671	COM TX 030322/41671	73055	03/15/2022	100.00
		6200-55-55200-513030-00000000-	41654	COM TX 030322/41654	73055	03/15/2022	100.00
		Total Paid by Vendor					**200.00**
	WOODY ANDERSON FORD INC	6200-55-55200-513030-00000000-	18915624	COM TX 032122/18915624	73388	03/23/2022	3.00
		6200-55-55200-513030-00000000-	18915624	COM TX 032122/18915624	73388	03/23/2022	360.00
		6200-55-55200-513030-00000000-	18915624	COM TX 032122/18915624	73388	03/23/2022	504.00
		Total Paid by Vendor					**867.00**
	Total by Fund 6200						**411,778.96**
7000	BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-00-00000-425139-00000000-	HEALTH CLMS 3/7-3/11	3/7/22-3/11/22 HEALTH CLAIMS	73044	03/16/2022	(214,706.28)
		7000-16-00000-517010-00000000-	HEALTH CLMS 3/7-3/11	3/7/22-3/11/22 HEALTH CLAIMS	73044	03/16/2022	(4,586.22)
		7000-16-00000-517010-00000000-	HEALTH CLMS 3/7-3/11	3/7/22-3/11/22 HEALTH CLAIMS	73044	03/16/2022	4.49
		7000-16-00000-517010-00000000-	HEALTH CLMS 3/7-3/11	3/7/22-3/11/22 HEALTH CLAIMS	73044	03/16/2022	112,749.02
		7000-16-00000-517015-00000000-	HEALTH CLMS 3/7-3/11	3/7/22-3/11/22 HEALTH CLAIMS	73044	03/16/2022	(8,468.65)
		7000-16-00000-517015-00000000-	HEALTH CLMS 3/7-3/11	3/7/22-3/11/22 HEALTH CLAIMS	73044	03/16/2022	2,274.07
		7000-16-00000-517015-00000000-	HEALTH CLMS 3/7-3/11	3/7/22-3/11/22 HEALTH CLAIMS	73044	03/16/2022	55,477.18
		7000-16-00000-517020-00000000-	HEALTH CLMS 3/7-3/11	3/7/22-3/11/22 HEALTH CLAIMS	73044	03/16/2022	15,705.90
		7000-16-00000-517025-00000000-	HEALTH CLMS 3/7-3/11	3/7/22-3/11/22 HEALTH CLAIMS	73044	03/16/2022	125.55
		Total Paid by Vendor					**(41,424.94)**
	Total by Fund 7000						**(41,424.94)**
Grand Total							**18,812,090.59**

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
1 CLAIM PAYMENTS	0001-00-00000-110004-00000000-	73164	03/22/2022	032222A	3,000.00	MICHEAL E AUFFENORDE PC
	0001-00-00000-110004-00000000-	73052	03/17/2022	031722A	503.50	ANGELA LEE GARNER
2 REFUND PAYMENTS	0001-00-00000-110004-00000000-	73232	03/22/2022	032222A	3,591.92	TIMBERLAND PARTNERS, INC.
	0001-00-00000-110004-00000000-	73110	03/17/2022	031722A	90.00	MAYA LANGHAM
	0001-00-00000-110004-00000000-	73109	03/17/2022	031722A	70.00	AKIRA KIMBROUGH
	0001-00-00000-110004-00000000-	73009	03/15/2022	031522A	91,325.00	D.R. HORTON, INC.
	0001-00-00000-110004-00000000-	73008	03/15/2022	031522A	1,214.50	M M HOLDINGS LLC
	0001-00-00000-110004-00000000-	73007	03/15/2022	031522A	200.00	SPATCO ENERGY SOLUTIONS
	0001-00-00000-110004-00000000-	73006	03/15/2022	031522A	165.00	OFFICE ENVIRONMENTS, INC
	0001-00-00000-110004-00000000-	73005	03/15/2022	031522A	100.02	CREATIVE HEALING, INC.
	0001-00-00000-110004-00000000-	73004	03/15/2022	031522A	50.00	BOWHEAD OPERATIONS AND MAINTENANCE SOLUTIONS, LLC
	0001-00-00000-110004-00000000-	73003	03/15/2022	031522A	6.00	JASMIN BAILEY
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-00000000-	73112	03/17/2022	031722A	2,600.00	QUISHA BRYANT
	0001-00-00000-110004-00000000-	73111	03/17/2022	031722A	2,000.00	QUISHA BRYANT

PRJ 3/12/22 - 3/25/22

FUND	0001	(Should only be fund "0001")

Sum of JOURNAL AMOUNT		Column Labels	
Row Labels	**DT FUND**	**03/25/22**	**Grand Total**
101000	1000	$3,511,187.68	$3,511,187.68
101005	1005	($1,041,807.22)	($1,041,807.22)
102000	2000	$167,591.77	$167,591.77
102100	2100	$47,583.08	$47,583.08
102101	2101	$1,446.82	$1,446.82
103900	3900	$27,544.82	$27,544.82
103910	3910	$30,072.87	$30,072.87
103930	3930	$34,300.49	$34,300.49
106000	6000	$425,299.18	$425,299.18
106200	6200	$262,935.05	$262,935.05
107100	7100	($24,186.17)	($24,186.17)
110004	IONS	($3,441,968.37)	($3,441,968.37)

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0290

Department: City Council

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

Resolution authorizing travel for Councilmember Devyn Keith to Queens, New York March 31-April 3, 2022 for training from the LIFE Camp of Queens, New York on a comprehensive approach to community violence.

Resolution No.

Finance Information:

Account Number: 1000-11-11100-515790 District One Travel

City Cost Amount: $ 1,900

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION NO. 22-

APPROVAL OF TRAVEL EXPENSES
FOR MEMBERS OF THE CITY COUNCIL

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

NAME OF COUCILMEMBER: Devyn Keith, District One

AMOUNT OF ESTIMATED TRAVEL EXPENSES FOR EACH:

Hotel	$ 900.00
Transportation and Meals	1,000.00
Registration	0.00
TOTAL	$ 1,900.00

PURPOSE AND OBJECT OF TRAVEL: Attended the Peacemaker Training sponsored by LIFE Camp of Queens, New York March 31-April 3, 2022 in Queens, NY to learn from and engage with Crisis Management providers in effort to promote a more comprehensive approach to community violence intervention in Huntsville.

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

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

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

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0291

Department: City Council - Bill Kling

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

Resolution appointing John Beard to the Bingo Review Committee to fill a vacancy due to the resignation of Brenda Miller for the remainder of a vacant two (2) year term to expire April 8, 2023. (Nominated March 24, 2022, Regular Council Meeting)

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION NO. 22 -

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

WHEREAS, a vacancy exists, or will exist, on the Bingo Review Committee due to the resignation of Brenda Miller.

NOW, THEREFORE, BE IT RESOLVED that John Beard is hereby appointed to fill said vacancy, said partial term appointment to become effective on April 14, 2022, and expiring on April 8, 2023.

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0292

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Janice Johnson to the Health Care Authority of the City of Huntsville, Place 1, to fill a vacancy due to the resignation of Bhavani Kakani for the remainder of a vacant six (6) year term to expire April 15, 2023.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION NO. 22 -

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

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

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

ADOPTED this the 28th day of April, 2022.

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

APPROVED this the 28th day of April, 2022.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0293

Department: City Attorney

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

Ordinance authorizing the vacation of Utility and Drainage Easements, Lot 1, Novare Madison Mixed Use Project, Lime Quarry Road. (Madison Apartment Residences, LLC)

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Department: City Attorney

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

Ordinance authorizing the vacation of Utility and Drainage Easements, Lot 1, Novare Madison Mixed Use Project, Lime Quarry Road. (Madison Apartment Residences, LLC)

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

ORDINANCE NO. 22-_____

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

Section 1. The City Council of the City of Huntsville, Alabama, finds that an application has been presented to the City of Huntsville requesting the vacation of utility and drainage easements; that the applicant has represented to the City of Huntsville that **Madison Apartment Residences, 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:

This Instrument prepared by:
Benjamin W. Hutton
Bradley Arant Boult Cummings LLP
200 Clinton Avenue West, Suite 900
Huntsville, Alabama 35801
(256) 517-5100

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

RECORDING USE ONLY

Grantor's Name/Mailing Address:	Grantee's Name/Mailing Address:	Property address: n/a Date of sale: _____, 2022 Purchase price: n/a
City of Huntsville, Alabama 308 Fountain Circle P.O. Box 308 Huntsville, Alabama 35801	Madison Apartment Residences, LLC 1545 Peachtree Street, Suite 260 Atlanta, Georgia 30309	

The purchase price or actual value claimed in this instrument can be verified in the following documentary evidence:
___ Bill of Sale ___ Sales Contract ___ Closing Statement ___ Appraisal __X_ Other

QUITCLAIM DEED FOR VACATION OF EASEMENT

WHEREAS, the **City of Huntsville, Alabama** (the "Grantor") is the holder of certain utility and drainage easements as shown in Book 861, Page 155 and Book 994, Page 853, recorded in the Office of the Judge of Probate of Madison County, portions of which are more particularly described on Exhibit A attached hereto (collectively, the "Easement Property"); and

WHEREAS, the Grantor has agreed to vacate the Easement Property and to convey all of its right, title and interest in and to the Easement Property to **Madison Apartment Residences, LLC**, a Delaware limited liability company (the "Grantee").

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the Grantor, for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, does hereby remise, release, and forever quitclaim to the Grantee, all its right, title, interest and claim in and to the Easement Property.

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

TO HAVE AND TO HOLD the Easement Property unto the Grantee forever.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on or as of the 14th day of April, 2022.

CITY OF HUNTSVILLE, ALABAMA

By:_____
Tommy Battle, Mayor

Attest:_____
Ken Benion, Clerk Treasurer

STATE OF ALABAMA)
:
COUNTY OF MADISON)

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

Given under my hand and official seal this the 14th day of April, 2022.

_____
Notary Public

[NOTARIAL SEAL]

My commission expires:_____

EXHIBIT A

Property Description

STATE OF ALABAMA
COUNTY OF MADISON

TRACT 1

A TRACT OF LAND LYING IN THE EAST HALF OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, MADISON COUNTY, ALABAMA AND ALSO LYING IN LOT 1, NOVARE MADISON MIXED USE, AS RECORDED IN DOCUMENT NO. 2021-00004689 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CAPPED REBAR (SCHOEL CA #003) AT THE SOUTHEAST CORNER OF SAID LOT 1, ALSO BEING THE SOUTHWEST CORNER OF LOT 2, AND BEING FURTHER DESCRIBED AS LYING ON THE NORTH RIGHT-OF-WAY MARGIN OF LIME QUARRY ROAD (RIGHT-OF-WAY WIDTH VARIES); THENCE, ALONG COMMON BOUNDARY OF SAID LOT 1 AND 2 AND EXTENSION THEREOF, NORTH 01 DEGREES 16 MINUTES 18 SECONDS EAST, 207.46 FEET TO THE NORTH LINE OF A UTILITY AND DRAINAGE EASEMENT AS RECORDED IN DEED BOOK 861, PAGE 155 (THIS DEED IS IN FAVOR OF THE CITY OF HUNTSVILLE) AND DEED BOOK 994, PAGE 853 (THIS DEED IS IN FAVOR OF THE CITY OF MADISON) IN SAID OFFICE OF THE JUDGE OF PROBATE; THENCE ALONG THE NORTH LINE OF SAID UTILITY AND DRAINAGE EASEMENT, SOUTH 76 DEGREES 34 MINUTES 40 SECONDS WEST, 44.34 FEET TO A POINT; THENCE CONTINUE ALONG SAID EASEMENT, SOUTH 05 DEGREES 47 MINUTES 03 SECONDS WEST, 128.11 FEET; THENCE CONTINUE ALONG SAID EASEMENT, SOUTH 78 DEGREES 00 MINUTES 39 SECONDS WEST, 84.42 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING AND LEAVING THE NORTH LINE OF SAID UTILITY AND DRAINAGE EASEMENT, SOUTH 01 DEGREES 51 MINUTES 07 SECONDS WEST, 6.08 FEET TO A POINT; THENCE NORTH 88 DEGREE 08 MINUTES 53 SECONDS WEST, 24.68 FEET TO A POINT ON THE NORTH LINE OF SAID UTILITY AND DRAINAGE EASEMENT; THENCE CONTINUE ALONG SAID EASEMENT; THENCE, NORTH 78 DEGREES 00 MINUTES 39 SECONDS EAST, 25.42 FEET TO THE POINT OF BEGINNING CONTAINING (75 SQUARE FEET) MORE OR LESS.

TRACT 2

A TRACT OF LAND LYING IN THE EAST HALF OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, MADISON COUNTY, ALABAMA AND ALSO LYING IN LOT 1, NOVARE MADISON MIXED USE, AS RECORDED IN DOCUMENT NO. 2021-00004689 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CAPPED REBAR (SCHOEL CA #003) AT THE SOUTHEAST CORNER OF SAID LOT 1, ALSO BEING THE SOUTHWEST CORNER OF LOT 2, AND BEING FURTHER DESCRIBED AS LYING ON THE NORTH RIGHT-OF-WAY MARGIN OF LIME QUARRY ROAD (RIGHT-OF-WAY WIDTH VARIES); THENCE, ALONG COMMON BOUNDARY OF SAID LOT 1 AND 2 AND EXTENSION THEREOF, NORTH 01 DEGREES 16 MINUTES 18 SECONDS EAST, 207.46 FEET TO THE NORTH LINE OF A UTILITY AND DRAINAGE EASEMENT AS RECORDED IN DEED BOOK 861, PAGE 155 (THIS DEED IS IN FAVOR OF THE CITY OF HUNTSVILLE) AND DEED BOOK 994, PAGE 853 (THIS DEED IS IN FAVOR OF THE CITY OF MADISON) IN SAID OFFICE OF THE JUDGE OF PROBATE; THENCE ALONG THE NORTH LINE OF SAID UTILITY AND DRAINAGE EASEMENT, SOUTH 76 DEGREES 34 MINUTES 40 SECONDS WEST, 44.34 FEET TO A POINT; THENCE CONTINUE ALONG SAID EASEMENT, SOUTH 05 DEGREES 47 MINUTES 03 SECONDS WEST, 128.11 FEET; THENCE CONTINUE ALONG SAID EASEMENT, SOUTH 78 DEGREES 00 MINUTES 39 SECONDS WEST, 120.00 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, AND LEAVING THE NORTH LINE OF SAID THE UTILITY AND DRAINAGE EASEMENT, SOUTH 01 DEGREES 51 MINUTES 07 SECONDS WEST, 11.57 FEET TO A POINT; THENCE NORTH 88 DEGREE 08 MINUTES 53 SECONDS WEST, 26.31 FEET TO A POINT ON THE NORTHWEST LINE OF SAID UTILITY AND DRAINAGE EASEMENT; THENCE ALONG SAID EASEMENT, NORTH 35 DEGREE 24 MINUTES 48 SECONDS EAST, 7.30 FEET TO A POINT; THENCE CONTINUE ALONG SAID EASEMENT, NORTH 78 DEGREES 00 MINUTES 39 SECONDS EAST, 22.94 FEET TO THE POINT OF BEGINNING CONTAINING (209 SQUARE FEET) MORE OR LESS.

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0294

Department: City Attorney

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

Ordinance authorizing the vacation of a 10-foot Water Line Easement, Lot 1, Novare Madison Mixed Use Project, Lime Quarry Road. (Madison Apartment Residences, LLC)

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Department: City Attorney

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

Ordinance authorizing the vacation of a 10-foot Water Line Easement, Lot 1, Novare Madison Mixed Use Project, Lime Quarry Road. (Madison Apartment Residences, LLC)

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

ORDINANCE NO. 22-_____

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

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

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

This Instrument prepared by:
Benjamin W. Hutton
Bradley Arant Boult Cummings LLP
200 Clinton Avenue West, Suite 900
Huntsville, Alabama 35801
(256) 517-5100

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

RECORDING USE ONLY

Grantor's Name/Mailing Address:	Grantee's Name/Mailing Address:	Property address: n/a Date of sale: _____, 2021 Purchase price: n/a
City of Huntsville, Alabama 308 Fountain Circle P.O. Box 308 Huntsville, Alabama 35801	Madison Apartment Residences, LLC 1545 Peachtree Street, Suite 260 Atlanta, Georgia 30309	

The purchase price or actual value claimed in this instrument can be verified in the following documentary evidence:
___ Bill of Sale ___ Sales Contract ___ Closing Statement ___ Appraisal __X_ Other

QUITCLAIM DEED FOR VACATION OF EASEMENT

WHEREAS, the **City of Huntsville, Alabama** (the "Grantor") is the holder of a water line utility easement as shown in Book 449, Page 94, recorded in the Office of the Judge of Probate of Madison County, and more particularly described on Exhibit A attached hereto (the "Easement Property"); and

WHEREAS, the Grantor has agreed to vacate the Easement Property and to convey all of its right, title and interest in and to the Easement Property to **Madison Apartment Residences, LLC**, a Delaware limited liability company (the "Grantee").

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the Grantor, for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, does hereby remise, release, and forever quitclaim to the Grantee, all its right, title, interest and claim in and to the Easement Property.

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

TO HAVE AND TO HOLD the Easement Property unto the Grantee forever.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on or as of the 14th day of April, 2022.

CITY OF HUNTSVILLE, ALABAMA

By:_____
Tommy Battle, Mayor

Attest:_____
Ken Benion, Clerk Treasurer

STATE OF ALABAMA)
:
COUNTY OF MADISON)

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

Given under my hand and official seal this the 14th day of April, 2022.

_____
Notary Public

[NOTARIAL SEAL]

My commission expires:_____

EXHIBIT A

Property Description

STATE OF ALABAMA
COUNTY OF MADISON

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND BEING A PORTION OF A 10 FOOT WIDE WATER LINE EASEMENT, AS RECORDED IN DEED BOOK 449, PAGE 94 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND LYING WITHIN LOT 1 OF THE CERTIFIED PLAT OF NOVARE MADISON MIXED USE, AS RECORDED IN DOCUMENT NO. 2021-00004689 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT (STAMPED STA 67930 195' ROW) MARKING THE NORTHWEST CORNER OF SAID LOT 1, AND HAVING ALABAMA STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1521178.08, EAST: 383438.52, AND BEING FURTHER DESCRIBED AS LYING ON THE SOUTH RIGHT-OF-WAY MARGIN OF INTERSTATE 565 (RIGHT-OF-WAY WIDTH VARIES); THENCE, ALONG SAID SOUTH RIGHT-OF-WAY MARGIN AND ALONG THE NORTH BOUNDARY OF SAID LOT 1, NORTH 61 DEGREES 18 MINUTES 18 SECONDS EAST, 648.83 FEET; THENCE, LEAVING SAID RIGHT-OF-WAY MARGIN AND SAID LOT BOUNDARY, SOUTH 28 DEGREES 41 MINUTES 42 SECONDS EAST, 10.00 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, NORTH 61 DEGREES 18 MINUTES 18 SECONDS EAST, 11.58 FEET TO A POINT; THENCE SOUTH 01 DEGREE 33 MINUTES 03 SECONDS WEST, 486.87 FEET TO A POINT WHICH LIES 10.00 FEET NORTH OF THE SOUTH BOUNDARY OF SAID LOT 1; THENCE RUN PARALLEL TO THE SOUTH BOUNDARY OF SAID LOT 1, NORTH 88 DEGREES 08 MINUTES 12 SECONDS WEST, 10.00 FEET TO A POINT; THENCE NORTH 01 DEGREE 33 MINUTES 03 SECONDS EAST, 480.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.11 ACRES (4839 SQUARE FEET) MORE OR LESS.

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0268

Department: Finance

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

Ordinance amending Article IV, Division 2, Procurement, of Chapter 2, Administration, of Ordinance No. 96-864 to increase the financial interest and small purchase thresholds from $1,000 to $5,000. (Introduced March 24, 2022, Regular Council Meeting)

Ordinance No. 22-221

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/24/2022 **File ID:** TMP-1412

Department: Finance

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

Introduction of an Ordinance amending Article IV, Division 2, Procurement, of Chapter 2, Administration, of Ordinance No. 96-864 to increase the financial interest and small purchase thresholds from $1,000 to $5,000.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

ORDINANCE NO. 22--____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Article IV, Division 2, *Procurement*, of Chapter 2, *Administration*, of the Code of Ordinances, City of Huntsville, is hereby amended to read as follows:

Section 1. Section 2-181: the definition of "Financial Interest" is amended to read as follows:

Financial interest means:

(1) Ownership of any interest or involvement in any relationship from which or as a result of which a person within the past year has received or is presently or in the future entitled to receive more than $5,000.00 per year, or its equivalent.
(2) Ownership of more than five percent of any property or business; or
(3) Holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.

Section 2. Sections 2-184(d)(2) and (3) are amended to read as follows:

(2) *Small purchases of $5,000.00 up to the bid limit.* Insofar as it is practical, as determined by procurement services, for small purchases of $5,000.00 up to the amount required for competitive bids, written competitive prices will be solicited from at least three businesses. Award shall be made to the responsive and responsible business offering the lowest quoted price. Such written quotes shall be maintained as a public record.

(3) *Small purchases under $5,000.00.* Procurement services shall adopt operational procedures for making small purchases of $5,000.00 or less. Such operational procedures shall provide for obtaining adequate and reasonable competition for the supply or service being purchased. Further, such operational procedures shall require the proper accounting for the funds expended and facilitate an audit of the small purchase made.

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

Section 4. This ordinance shall become effective upon its adoption and approval.

ORDINANCE NO. 22--____

ADOPTED this the 24th day of March, 2022.

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

APPROVED this the 24th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0269

Department: Urban Development

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

Ordinance amending the prices for lots in Cummings Research Park. (Introduced March 24, 2022, Regular Council Meeting)

Ordinance No. 22-222

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

ORDINANCE NO. 22-____

WHEREAS, the City Council of the City of Huntsville, Alabama, establishes prices for the sale of land in CummingsResearch Park West; and

WHEREAS, the members of the Research Park Board, HuntsvilleAlabama, have heretofore caused to be made a number of studies bythe Urban Development Department and the Chamber of Commerce staff dealing with the continued development and financing of Cummings Research Park West; and

WHEREAS, the Research Park Board met on September 27, 2021,and adopted a resolution making recommendations to the City Council concerning prices for lots in Cummings Research Park West;

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

Section 1: That the price for the sale of land owned by the Cityof Huntsville, Alabama, in Cummings Research Park West, is hereby declared to be as follows:

Effective as of June 1, 2022:

(1)	Interior Lots	$71,500/acre
(2)	Boulevard Non-Access Lots	$90,500/acre
(3)	Boulevard Access Lots	$95,700/acre
(4)	Lakefront Lots	$108,900/acre

Section 2: Based on previous agreements, the entities listed on Attachment "A" may purchase land in Cummings Research Park West at the current land prices in effect prior to the effective date of this ordinance if a bona fide sales contract is delivered to the office of the City Attorney of the City of Huntsville or office Urban and Economic Development by no later than June 1, 2022.

ADOPTED this the _____ day of April, 2022.

_____

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

APPROVED this the _____ day of April, 2022.

_____

Mayor of the City of Huntsville, Alabama

ATTACHMENT "A"

The following entities may purchase land in Cummings Research Park West at the current land prices in effect prior to the effective date of this ordinance if a bona fide sales contract is delivered to the office of the City Attorney of the City of Huntsville or the office of Urban and Economic Development by no later than June 1, 2022.

Blue Origin Alabama, LLC
Vision Composite Products, LLC
GaN Corporation
Nou Systems, Inc.
Quantum Research Corporation, Inc.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0270

Department: Fleet

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

Ordinance declaring certain equipment surplus and to be sold at public auction. (Introduced March 24, 2022, Regular Council Meeting)

Ordinance No. 22-223

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

ORDINANCE NO. 20-_____

WHEREAS, the City Council of the City of Huntsville has determined that the personal property described below has been identified by Fleet Services as surplus to the needs of the City of Huntsville and is no longer needed for a public or municipal purpose by the City of Huntsville.

THEREFORE BE IT ORDAINED, by the City Council of the City of Huntsville, Alabama that the personal property described below is surplus to the needs of the City of Huntsville and no longer needed for a public or municipal purpose by the City of Huntsville.

BE IT FURTHER ORDAINED that the Mayor and City Clerk-Treasurer be, and they hereby are, authorized and directed to dispose of the personal property owned by the City of Huntsville, Alabama, described below, by selling such property via auction, Fowler Auction and Real Estate Service, Inc. All such property shall be sold to the highest bidder. The Mayor and City Clerk-Treasurer be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Huntsville, Alabama; and signed by the Director of Fleet Services, conveyance of the title to the personal property, when applicable. All proceeds of which will be deposited into to the City of Huntsville Fleet Capital account. Said documents shall be permanently kept on file in the City Clerk-Treasurer's Office. Said personal property is described as follows:

DEPARTMENT# 4100- POLICE
011857- 2008 FORD CROWN VICTORIA- VIN# 2FAFP71V08X144918
011865- 2008 FORD CROWN VICTORIA- VIN# 2FAFP71V18X144930
011866- 2008 FORD CROWN VICTORIA- VIN# 2FAFP71V38X144931
DEPARTMENT# 5200- LANDSCAPE
050538- 2014 TORO ZERO TURN MOWER- SERIAL# 314000292
093229- 2007 ALAMO EAGLE 15" MOWER- SERIAL# 0231
DEPARTMENT# 5400- PUBLIC TRANSIT
030534- 2010 EL DORADO SHUTTLE BUS- VIN# 1N9TBAC64AC084126
DEPARTMENT# 5500- PUBLIC WORKS
021080- 1997 FORD F800 DUMP TRUCK- VIN# 1FDYF80E8VVA41087
021137- 1999 GMC TANDEM DUMP TRUCK- VIN# 1GDV7H4C7XJ518966
021424- 1997 FORD DUMP TRUCK- VIN# 1FDYL90E7VVA33206
050354- 2000 GRADALL GRADING MACHINE- SERIAL# 41451
080180- 1998 FONTAINE LOWBOY TRAILER- VIN# 4LF4S5339W3506101
DEPARTMENT # 5550- SANITATION
030558- 2013 AUTOCAR GARBAGE TRUCK- VIN# 5VCACA8F5DH212714

ADOPTED this the_____ day of _____, 2022.

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

APPROVED this the _____day of _____, 2022.

_____
Mayor of the City of
Huntsville, Alabama

ATTEST:

_____
Kenneth Benion
Clerk-Treasurer

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0271

Department: Legal

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

Ordinance to declare property as surplus and no longer needed for a municipal purpose and authorizing the Mayor to enter into a Purchase and Sale Agreement between the City and Broadway Westside Square, LLC, for the purchase of the same. (Introduced March 24, 2022, Regular Council Meeting)

Ordinance No. 22-224

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $56,000.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Department:

Subject: **Type of Action:** Introduction

Introduction of an Ordinance to declare property as surplus and no longer needed for a municipal purpose and authorizing the Mayor to enter into a Purchase and Sale Agreement between the City and Broadway Westside Square, LLC, for the purchase of the same. Ordinance No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $56,000.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

22-_____

Ordinance to Declare Property as Surplus and Authorizing and Directing its Sale

WHEREAS, the City of Huntsville, an Alabama municipal corporation ("City"), is the owner of certain real property situated in Huntsville, Madison County, Alabama, consisting of approximately 0.04 acres, more or less, and as more particularly described as follows in Exhibit "A" attached hereto (the "Subject Property"); and

WHEREAS, Broadway Westside Square, LLC, an Alabama limited liability company, has requested that the City declare the Subject Property as surplus and offer the same for sale; and

WHEREAS, it is the judgment and opinion of the Mayor and the City Council of the City of Huntsville that, pursuant to §11-47-20 of the *Code of Alabama* (1975), that the Subject Property is no longer used or needed for a public purpose; and

WHEREAS, the Mayor of the City of Huntsville is hereby authorized to enter into that certain Purchase and Sale Agreement between the City of Huntsville and Broadway Westside Square, LLC, attached hereto as Exhibit "B" (the "Agreement"), and pursuant to the terms and conditions therein, the Subject Property will be sold to Broadway Westside Square, LLC, in exchange for Fifty-Sis Thousand and No/100 Dollars ($56,000.00); and

WHEREAS, in the judgment and opinion of the Mayor and the City Council of Huntsville, Alabama, the Subject Property having been appraised and valued at $56,000.00, finds said compensation is fair and reasonable compensation for the Subject Property; and

WHEREAS, it is necessary for the Mayor to execute a statutory warranty deed for the Subject Property to Broadway Westside Square, LLC; and

WHEREAS, a general and permanent ordinance is necessary to effect declaration of surplus property, for the transfer or sale of said surplus property, and to authorize the Mayor to execute a deed to the purchaser of surplus property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA, AS FOLLOWS:

1. The Subject Property is found and determined not to be needed for public or municipal purposes by the City of Huntsville and is hereby declared as surplus property in accordance with the requirements of Section 11-47-20 of the *Code of Alabama* (1975); and

2. The Mayor of the City of Huntsville is hereby authorized and directed to execute the Agreement, and to convey the Subject Property to Broadway Westside Square, LLC pursuant to the terms of said Agreement, and to execute and deliver all documents required to close said sale for and on behalf of the City; and

3. The City Clerk for the City of Huntsville is hereby instructed to publish notice of this Ordinance in accordance with §11-45-8 of the *Code of Alabama* (1975); and

4. A copy of said real estate closing documents, as legally required, will be kept on file in the office of the Clerk-Treasurer of the City of Huntsville, Alabama; and

5. This ordinance shall become effective upon its approval, adoption, enactment, and publication by posting as set forth in §11-45-8(b) of the *Code of Alabama* (1975).

ADOPTED this the 14th day of April, 2022.

_____
President or President Pro Tem of the City Council of the City of Huntsville, Alabama

APPROVED this the 14th day of April, 2022.

_____
Tommy Battle, Mayor

EXHIBIT "A"
(Legal Description of Subject Property)

All that part of Section 36, Township 03 South, Range 01 West of the Huntsville Meridian, Madison County, Alabama, more particularly described as follows:

Commencing at a point located South 14 Degrees 18 Minutes 36 Seconds East, a distance of 4587.94 feet from the Northwest Corner of said Section 36; said point of Commencement is also described as being located at the intersection of the centerlines of Spragins Street and Spring Street; thence South 35 Degrees 59 Minutes 31 Seconds East, a distance of 348.72 feet to the Point of Beginning;

thence from the Point of Beginning, South 31 Degrees 45 Minutes 00 Seconds East, a distance of 51.43 feet to a point at the beginning of a curve to the right;

thence along said curve to the right with a radius of 140.44 feet, a chord bearing and distance of North 08 Degrees 08 Minutes 33 Seconds East, 18.20 feet;

thence North 14 Degrees 36 Minutes 39 Seconds East, a distance of 10.20 feet;

thence North 19 Degrees 06 Minutes 34 Seconds East, a distance of 10.20 feet;

thence North 23 Degrees 36 Minutes 15 Seconds East, a distance of 10.20 feet;

thence North 28 Degrees 06 Minutes 23 Seconds East, a distance of 10.20 feet to a point at the beginning of a curve to the right;

thence along said curve to the right with a radius of 129.96 feet, a chord bearing and distance of North 34 Degrees 50 Minutes 26 Seconds East, 20.38 feet;

thence North 41 Degrees 35 Minutes 15 Seconds East, a distance of 10.20 feet;

thence North 46 Degrees 04 Minutes 41 Seconds East, a distance of 10.20 feet;

thence North 50 Degrees 34 Minutes 33 Seconds East, a distance of 11.63 feet;

thence South 57 Degrees 14 Minutes 28 Seconds West, a distance of 94.16 feet back to the Point of Beginning and containing 0.04 Acres, more or less.

EXHIBIT "B"
(Purchase and Sale Agreement)

[Attach copy of Purchase and Sale Agreement between the City of Huntsville and Broadway Westside Square, LLC]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by, between and among the **City of Huntsville,** an Alabama municipal corporation ("City" or "Seller"), and **Broadway Westside Square, LLC**, an Alabama limited liability company, or its permitted assigns ("Purchaser") effective as of this _____ day of _____, 2022 (the "Effective Date").

WHEREAS, the City owns that parcel of real property lying in Huntsville, Madison County, Alabama, located on the northwest corner of Fountain Circle, consisting of approximately 0.04 acres, more or less, and being more particularly described in Exhibit "A" attached hereto and incorporated herein, and as depicted in Exhibit "B" attached hereto and incorporated herein (collectively, the "Property"); and

NOW THEREFORE, in consideration of Ten Dollars and No/100 ($10.00), which amount is non-refundable, the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. Sale and Purchase. Subject to and in accordance with the terms of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property, consisting of approximately 0.04 acres, more or less, as more particularly described in Exhibit "A" attached hereto and as depicted in Exhibit "B" attached hereto, together with any and all structures, fixtures and other improvements thereon and all rights, interests, privileges, tenements and hereditaments appurtenant thereto, but reserving unto Seller all easements or rights of way of record (the "Property").

2. Purchase Price. The purchase price for the Property shall be Fifty-Six Thousand and NO/100 Dollars ($56,000.00) (the "Purchase Price"). The Purchase Price shall be paid to Seller in cash or immediately available funds at the closing and upon the consummation of the transaction contemplated by this Agreement (the "Closing").

3. Title Commitment. Purchaser may, at its option, obtain a title commitment to issue an owner's policy of title insurance to be issued in accordance with commercially reasonable standards and insuring Purchaser with good and marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances, tenancies, covenants, conditions, restrictions, easements and other matters of record affecting title except for the Permitted Exceptions. "Permitted Exceptions" shall mean: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) easements for the installation or maintenance of public utilities servicing the Property; (iii) easements, restrictions, and setback lines of record; (iv) rights of way for public roads; (v) subdivision regulations and zoning ordinances of applicable governmental entities; and (vi) such other matters, if any, as may be acceptable to Purchaser. Seller shall remove or have released all monetary liens affecting the Property, if any, prior to Closing.

4. Inspection Period. Purchaser shall have up to forty-five (45) days from the Effective Date to inspect and conduct due diligence on the Property (the "Inspection Period"), in which Purchaser, its agents, designees, and contractors shall have the right to enter the Property for the

sole purpose of conducting Purchaser's due diligence investigations of the Property, including without limitation surveys, geological studies, soil borings, phase I and phase II environmental site assessments and such other investigations, studies or tests as Purchaser may deem necessary or desirable in order to determine whether or not to the Property is suitable for Purchaser's intended use (collectively, the "Reports"). Prior to the expiration of the Inspection Period, Purchaser may provide written notice to the City, to be given in accordance with Section 14 below, of its desire to terminate this Agreement ("Termination Notice"). If no such Termination Notice is provided by Purchaser prior the expiration of the Inspection Period, then the parties shall proceed to Closing as set forth in this Agreement. However, in the event that such Termination Notice is provided by Purchaser prior to the end of the Inspection Period, then this Agreement shall automatically terminate and shall be null and void, and Purchaser shall immediately provide the Seller with copies of all Reports performed, and shall restore the Property to the same condition as existed prior to the Inspection Period.

5. Closing Conditions. Seller's obligation to convey the Property to Purchaser is contingent upon the Property being declared as "Surplus" by the City Council of the City of Huntsville (the "City Council") and upon approval of this Agreement by the City Council.

6. Closing. Closing shall occur on or within sixty (60) days following the satisfaction of the Closing Conditions, or at such other date and time as is mutually agreed upon by the parties ("Closing Date"). The Closing shall occur at the offices of Wilmer & Lee, P.A ("Closing Agent"). The parties may deliver any documents or closing funds as required herein on or before the Closing Date, such that neither party will be required to be physically present at Closing.

(a) At Closing, Seller shall deliver the following items to Closing Agent, properly executed and notarized and in form and substance acceptable to Purchaser:

(i) A statutory warranty deed conveying a good and marketable fee simple title to the Property to Purchaser subject only to the Permitted Exceptions.

(ii) Recorded or recordable releases terminating and releasing all monetary liens, if any.

(iii) An owner's affidavit and any other documents, certificates and agreements that the Closing Agent and/or title company may reasonably require to issue an updated title commitment or owner's title policy.

(iv) All other documents reasonably requested by the title company to carry out the transaction contemplated by this Agreement, including, but not limited to, (A) an IRS §1445 Certificate, (B) a settlement statement, and (C) formation documents, certifications, resolutions, brokers affidavits and other reasonable and customary documents establishing that Seller is duly authorized and empowered to enter into this Agreement and perform its obligations hereunder.

(v) Satisfaction of any and all leasehold rights held on the Property.

7. Property Taxes. No ad valorem taxes are currently owed or assessed on the Property, as the Property is currently classified as exempt. Accordingly, ad valorem taxes will not be

prorated and no property taxes will be collected at Closing. Seller shall be responsible for any and all ad valorem taxes assessed for the current tax year and shall pay them when due.

8. Closing Costs. All closing costs, including any title examination fee, title insurance premium, all deed, transfer, and mortgage taxes, and any and all recording costs shall be paid by Purchaser ("Closing Costs). Provided, Closing Costs shall not include the cost of deed preparation, which shall be paid by Seller. In addition, each party shall pay for its own attorney's fees incurred in connection with the transaction contemplated by this Agreement.

9. Permitting and Approvals. Purchaser, its agents, employees and contractors, will use commercially reasonable efforts to obtain all necessary licenses, permits, and certificates that are required to construct, own, operate, and maintain the Property. Accordingly, Seller shall work in good faith to assist Purchaser in Purchaser's application for and obtaining of all applicable permits, licenses, certificates, or approvals required in connection with Purchaser's intended use of the Property. However, Purchaser acknowledges and agrees that Seller is in no way waiving or disclaiming, nor should this provision be construed as a waiver of, any applicable City licensing, permitting, zoning, design guidelines, or building code requirements.

10. Final Subdivision Plat; Additional Easements. The parties shall work in good faith with one another to have the Property subdivided or re-subdivided and platted in accordance with the City's subdivision regulations (the "Plat"). Additionally, the parties understand that certain additional easements in favor of the City may be necessary, and Purchaser agrees to grant and convey to the City those certain utility and drainage easement(s) and/or greenway/pedestrian easement(s) as may reasonably required by the City ("Additional Easements") over those certain portions of the Property as mutually agreed upon by the parties. In the event any Additional Easements are necessary, the parties agree to cooperate with one another to have the Additional Easements depicted on the Plat, and allowing for the Additional Easements to be dedicated to the City by Plat. However, should the City, in its sole discretion, determine that it is necessary to acquire the Additional Easements by or through separate recordable instrument, Purchaser agrees to cooperate with the City in its efforts, and shall promptly execute such instruments, which shall be prepared and recorded at the City's expense. The Plat shall be recorded, at Purchaser's expense, in the Office of the Judge of Probate of Madison County, Alabama on or within one hundred twenty (120) days after the Closing Date.

11. Governing Law. The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama without regard to its conflict of law provisions.

12. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is being relied upon by either party. Each party has relied upon its own examination of this Agreement and the provisions, warranties, representations and covenants expressly contained herein.

13. Successors and Assigns. All rights and obligations of the parties under this Agreement shall inure the benefit of and be binding upon all successors and assigns of each party.

14. Notice. All notices shall be in writing and may be delivered by any of the following methods: (i) hand delivery, (ii) certified United States Mail or other overnight delivery service (i.e., FedEx or UPS), or (iii) using electronic mail (e-mail) or pdf transmission. Notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, or (iii) if delivered by email or pdf transmission on the date the transmission is sent. Notices shall be addressed as follows:

If to Seller:	The City of Huntsville Attn: Jim McGuffey and Shane Davis 320 Fountain Circle Huntsville, AL 35801 Ph: (256) 427-5300 Email: jim.mcguffey@huntsvilleal.gov shane.davis@huntsvilleal.gov
With a copy to:	Katie Beasley Wilmer & Lee, PA 100 Washington Street Huntsville, Alabama 35801 Ph: (256)533-0202 Email: kbeasley@wilmerlee.com
If to Purchaser :	Broadway Westside Square, LLC Attn: Mr. Bob Broadway; Lisa Hawkins 216 West Side Square Huntsville, Alabama 35801 Ph: (256) 533-7287 Email: Bob.Broadway@broadwaygroup.net
With a copy to:	Harrison & Gammons, P.C. Attn: Attn: Bethany H. Sneed 2430 L & N Drive Huntsville, Alabama 35801 Ph: (256) 533-7711 Email: bethany@harrisongammons.com

15. Survival. Any terms and covenants contained in this Agreement which require the performance of any party after the Closing shall survive the closing and delivery of the deed.

16. Amendment. This Agreement may only be amended by a written instrument executed by both parties.

17. Assignment. Purchaser may assign its rights and obligations under this Agreement to any related entity or company controlled by or sharing common control or ownership with Purchaser (an "Affiliate Entity") or otherwise made as a result of any restructure, consolidation, merger, or reorganization of Purchaser in which Purchaser or the Affiliate Entity is the surviving entity. In the event of an Assignment, Purchaser shall provide the Closing Agent with notice of the Assignment, including the name, form of entity, address, and current contact information of the Affiliate Entity, along with any related entity or company documents of said Affiliate Entity as may be requested by the Closing Agent. Prior to Closing, the city and/or Closing Agent may require Purchaser and Affiliate Entity to execute and acknowledge a formal assignment document in a form reasonably acceptable to Closing Agent.

18. Effective Date. The Effective Date shall mean the date this Agreement has been executed by the City.

19. Party Cooperation. The parties agree to cooperate with one another and will work in good faith and will use their reasonable best efforts in order to complete each of their respective construction, demolition, and work obligations as set forth herein and in accordance with the terms of the Agreement.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute one agreement between the parties. Documents executed, scanned and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. Notwithstanding the preceding sentence, the parties agree that they will transmit their original signature pages to the Closing Agent promptly after execution.

21. Real Estate Commissions. Seller and Purchaser each represent and warrant to one another that they, respectively, have not consulted with any broker or finder in connection herewith and no broker, finder or other agent is entitled to any fee or commission with respect to or by reason of this transaction. Seller and Purchaser each agree to indemnify and hold the other harmless from and against any and all loss, cost, damage, claim, expense (including attorneys' fees) incurred by or assessed against the other as a result of a breach of the respective foregoing covenants and representations made by each of them.

22. Attorneys' Fees. If any legal proceeding is commenced related to this Agreement, the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees, court costs and litigation expenses from the non-prevailing party therein.

23. Further Assurances. At Closing Agent's request, the parties shall execute and deliver any additional documents reasonably required to carry out the transaction contemplated by this Agreement or to correct any scrivener's error or omissions contained in this Agreement or any document executed pursuant hereto or in connection with the transaction contemplated herein.

24. Counsel Acknowledgment. The parties acknowledge that Seller's counsel, Katherine Amos Beasley, of the law firm of Wilmer & Lee, P.A. (collectively, "Counsel") prepared this Agreement on behalf of and in the course of its representation of Seller and, for purposes of this

transaction, Counsel represents Seller's interest and no other. All conflicts of interest in connection with Counsel's representation of Seller, if any, are hereby waived.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be effective as of the dates set forth below.

[*Signatures appearing on the Following Pages.*]

[*Seller's Signature Page to Purchase and Sale Agreement*]

SELLER:

City of Huntsville, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTESTED TO:

By: _____ Date: _____
Kenneth Benion, Clerk-Treasurer

[*Purchaser's Signature Page to Purchase and Sale Agreement*]

PURCHASER:

Broadway Westside Square, LLC, an Alabama limited liability company

By: _____
Robert M. Broadway, Manager

WITNESSED:

By: _____ Date: 3/15/22

Exhibit "A"
(Legal Description of the Property)

All that part of Section 36, Township 03 South, Range 01 West of the Huntsville Meridian, Madison County, Alabama, more particularly described as follows:

Commencing at a point located South 14 Degrees 18 Minutes 36 Seconds East, a distance of 4587.94 feet from the Northwest Corner of said Section 36; said point of Commencement is also described as being located at the intersection of the centerlines of Spragins Street and Spring Street; thence South 35 Degrees 59 Minutes 31 Seconds East, a distance of 348.72 feet to the Point of Beginning;

thence from the Point of Beginning, South 31 Degrees 45 Minutes 00 Seconds East, a distance of 51.43 feet to a point at the beginning of a curve to the right;

thence along said curve to the right with a radius of 140.44 feet, a chord bearing and distance of North 08 Degrees 08 Minutes 33 Seconds East, 18.20 feet;

thence North 14 Degrees 36 Minutes 39 Seconds East, a distance of 10.20 feet;

thence North 19 Degrees 06 Minutes 34 Seconds East, a distance of 10.20 feet;

thence North 23 Degrees 36 Minutes 15 Seconds East, a distance of 10.20 feet;

thence North 28 Degrees 06 Minutes 23 Seconds East, a distance of 10.20 feet to a point at the beginning of a curve to the right;

thence along said curve to the right with a radius of 129.96 feet, a chord bearing and distance of North 34 Degrees 50 Minutes 26 Seconds East, 20.38 feet;

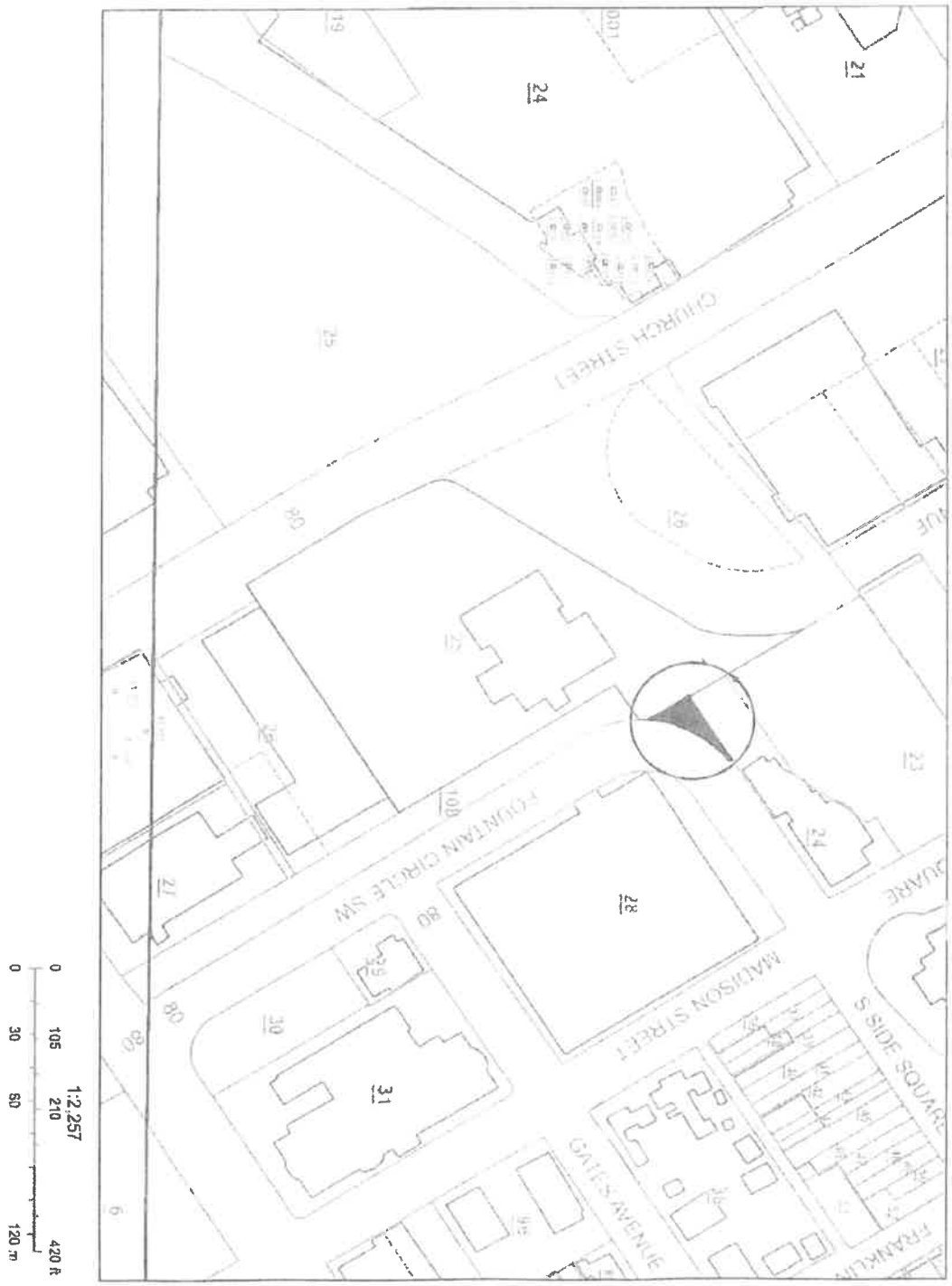
thence North 41 Degrees 35 Minutes 15 Seconds East, a distance of 10.20 feet;

thence North 46 Degrees 04 Minutes 41 Seconds East, a distance of 10.20 feet;

thence North 50 Degrees 34 Minutes 33 Seconds East, a distance of 11.63 feet;

thence South 57 Degrees 14 Minutes 28 Seconds West, a distance of 94.16 feet back to the Point of Beginning and containing 0.04 Acres, more or less.

Exhibit "B"
(Tax Map of Property)



308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0272

Department:

Urban Development

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

Ordinance to declare property as surplus and no longer needed for a municipal purpose and authorizing the Mayor to enter into a Purchase and Sale Agreement between the City and Glenn Cope Homes, Inc. for the purchase of the same. (Introduced March 24, 2022, Regular Council Meeting)

Ordinance No. 22-225

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $39,300.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Department:

Urban Development

Subject: **Type of Action:** Introduction

Introduction of an Ordinance to declare property as surplus and no longer needed for a municipal purpose and authorizing the Mayor to enter into a Purchase and Sale Agreement between the City and Glenn Cope Homes, Inc. for the purchase of the same.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $39,300.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Ordinance No. 22-_____

Ordinance to Declare Property as Surplus and Authorizing and Directing its Sale

WHEREAS, the City of Huntsville, an Alabama municipal corporation ("City"), is the owner of certain real property situated in Huntsville, Madison County, Alabama, consisting of approximately 13,100 square feet or 0.30 acres, more or less, and as more particularly described as follows in Exhibit "A" attached hereto (the "Subject Property"); and

WHEREAS, GLENN COPE HOMES, INC., an Alabama corporation, has requested that the City declare the Subject Property as surplus and offer the same for sale; and

WHEREAS, it is the judgment and opinion of the Mayor and the City Council of the City of Huntsville that, pursuant to §11-47-20 of the *Code of Alabama* (1975), that the Subject Property is no longer used or needed for a public purpose; and

WHEREAS, the Mayor of the City of Huntsville is hereby authorized to enter into that certain Purchase and Sale Agreement between the City of Huntsville and Glenn Cope Homes, Inc., attached hereto as Exhibit "B" (the "Agreement"), and pursuant to the terms and conditions therein, the Subject Property will be sold to Glenn Cope Homes, Inc., in exchange for Thirty-Nine Thousand Three Hundred and No/100 Dollars ($39,300.00); and

WHEREAS, in the judgment and opinion of the Mayor and the City Council of Huntsville, Alabama, the Subject Property having been appraised and valued at $39,300.00, finds said compensation is fair and reasonable compensation for the Subject Property; and

WHEREAS, it is necessary for the Mayor to execute a statutory warranty deed for the Subject Property to Glenn Cope Homes, Inc.; and

WHEREAS, a general and permanent ordinance is necessary to effect declaration of surplus property, for the transfer or sale of said surplus property, and to authorize the Mayor to execute a deed to the purchaser of surplus property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA, AS FOLLOWS:

1. The Subject Property is found and determined not to be needed for public or municipal purposes by the City of Huntsville and is hereby declared as surplus property in accordance with the requirements of Section 11-47-20 of the *Code of Alabama* (1975); and

2. The Mayor of the City of Huntsville is hereby authorized and directed to execute the Agreement, and to convey the Subject Property to Glenn Cope Homes, Inc. pursuant to the terms of said Agreement, and to execute and deliver all documents required to close said sale for and on behalf of the City; and

3. The City Clerk for the City of Huntsville is hereby instructed to publish notice of this Ordinance in accordance with §11-45-8 of the *Code of Alabama* (1975); and

4. A copy of said real estate closing documents, as legally required, will be kept on file in the office of the Clerk-Treasurer of the City of Huntsville, Alabama; and

5. This ordinance shall become effective upon its approval, adoption, enactment, and publication by posting as set forth in §11-45-8(b) of the *Code of Alabama* (1975).

ADOPTED this the _____ day of April, 2022.

_____
Tommy Battle, Mayor

_____
President or President Pro Tem of the City Council of the City of Huntsville, Alabama

EXHIBIT "A"
(Legal Description of Subject Property)

TRACT 1 (813 Orchard Street, PPIN 21376):

All that part of the Northeast quarter of Section 35, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama; Particularly described as beginning at an iron stake on the west margin of Orchard Street; said point of beginning is further described as being South 89 degrees 00 minutes East, 6.75 feet, and South 1 degree 00 minutes West, 1203.37 feet from the Southeast corner of Lot 29, Block H of the DeMasters and Buford Subdivision as recorded in Plat Book 1, page 90, Probate Records, Madison County, Alabama; thence from the point of true beginning, South 87 degrees 00 minutes West, 170.51 feet to an iron stake on the East margin of L&N Railroad right-of-way; thence along the East margin of said Railroad right-of-way, South 15 degrees 23 minutes West, 81.06 feet to an iron stake; thence North 87 degrees 20 minutes East, 190.56 feet to an iron stake on the West margin of Orchard Street; thence along the West margin of said street, North 1 degree 00 minutes East, 78.21 feet to the point of true beginning.

LESS AND EXCEPT AND RESERVING UNTO THE CITY OF HUNTSVILLE THAT CERTAIN RIGHT-OF-WAY IN FAVOR THEREOF AND ANY UTILITES AND/OR EASEMENTS LOCATED THEREIN:

Commencing at the common section corner for Sec. 25, Sec. 26, Sec. 35, and Sec. 36 T-3-S, R-1-W

Thence N 82°32'28" W a distance of 627.27 feet to a point on existing Orchard Street right of way line; the point of BEGINNING of the property herein described

Thence S 88°30'04" W a distance of 68.29 feet along the south property line to a point on the acquired right of way line

Thence following the acquired right of way line curvature thereof an arc length of 77.50 feet (said arc having a chord bearing of N 06°53'47" W, in a counter-clockwise direction, a chord distance of 77.48 feet and a radius of 1135.00 feet) to a point on the north property line

Thence N 87°50'55" E a distance of 80.49 feet along the north property line to a point on Orchard Street existing right of way line

Thence S 02°05'57" W a distance of 78.21 feet along the existing Orchard Street right of way line to the point and place of BEGINNING.

The above described parcel contains 0.132 acres, more or less.

AND ALSO:

TRACT 2 (815 Orchard Street, PPIN 126879):

Lot 2, Block 286, Blue Spring Street, less and except 50 feet taken evenly off the north side of said lot located in the City of Huntsville, Madison County, Alabama.

Said real estate is further described as follows: All that part of Section 26, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, and more particularly described as commencing at a 1' by 1' concrete fence post at the northeast comer of Deed Book 359, Page 377, and a comer on the westwardly boundary of Lincoln Park Subdivision as recorded in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 5, Page 73; thence along the westwardly boundary of said Lincoln Park Subdivision South 0 degrees 11 minutes 00 seconds West 211.95 feet to a #5 rebar found with cap stamped PLS 10099 Wilbanks; thence leaving the westwardly boundary of said Lincoln Park Subdivision South 88 degrees 22 minutes 04 seconds West 165.05 feet to a PK nail found with 1 inch metal disk stamped 10099 Wilbanks in the approximate centerline of Orchard Street; thence leaving the approximate centerline of said Orchard Street South 88 degrees 22 minutes 04 seconds West 15.00 feet to a point on the west right-of-way of said Orchard Street; thence along the west right-of- way of said Orchard Street South 0 degrees 17 minutes 06 seconds West 24.15 feet to a #5 rebar found with cap stamped PLS 10099 Wilbanks which is the point of beginning. Thence form the point of beginning South 0 degrees 17 minutes 06 seconds West 73.90 feet to a 1 5/8'' outside diameter pipe found; thence South 86 degrees 02 minutes 04 seconds West 164.22 feet to a 1 inch outside diameter pipe found on the West margin of a railroad; thence along the West margin of said railroad North 13 degrees 42 minutes 39 seconds East 83.64 feet to a 1 1/8 inch x 7/8 inch bar found; thence leaving the West margin of said railroad North 88 degrees 24 minutes 52 seconds East 144.42 feet to the point of beginning and containing 0.27 acres, more or less. Subject to easements recorded or unrecorded.

LESS AND EXCEPT AND RESERVING UNTO THE CITY OF HUNTSVILLE THAT CERTAIN RIGHT-OF-WAY IN FAVOR THEREOF AND ANY UTILITES AND/OR EASEMENTS LOCATED THEREIN:

Commencing at the common section corner for Sec. 25, Sec. 26, Sec. 35, and Sec. 36 T-3-S, R-1-W

Thence N 75°32'44" W a distance of 639.34 feet to a point on existing Orchard Street right of way line; the point of BEGINNING of the property herein described

Thence S 87°50'55" W a distance of 80.49 feet along the south property line to a point on the acquired right of way line

Thence following the acquired right of way line curvature thereof an arc length of 78.68 feet (said arc having a chord bearing of N 10°50'19" W, in a counter-clockwise direction,

a chord distance of 78.66 feet and a radius of 1135.00 feet) to a point on the north property line

Thence S 89°46'21" E a distance of 97.93 feet along the north property line to a point on existing Orchard Street right of way line

Thence S 02°05'57" W a distance of 73.90 feet along the existing Orchard Street right of way line to the point and place of BEGINNING.

The above described parcel contains 0.154 acres, more or less.

EXHIBIT "B"
(Purchase and Sale Agreement)

[Attach copy of Purchase and Sale Agreement between the City of Huntsville and Glenn Cope Homes, Inc.]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by, between and among the **City of Huntsville,** an Alabama municipal corporation ("City" or "Seller"), and **Glenn Cope Homes, Inc.,** an Alabama corporation, or its assigns ("Purchaser") effective as of this 2nd day of March, 2022 (the "Effective Date").

WHEREAS, the City owns those two parcels of real property located in Huntsville, Madison County, Alabama, identified by Madison County Tax Assessor Records as PPIN 21376 and PPIN 126879, and together consisting of approximately 13,100 square feet, or 0.30 acres, more or less, and being more particularly described in Exhibit "A" attached hereto and incorporated herein (collectively, the "Property"); and

NOW THEREFORE, in consideration of Ten Dollars and No/100 ($10.00), which amount is non-refundable, the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. Sale and Purchase. Subject to and in accordance with the terms of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property, consisting of approximately 0.30 acres, more or less, and as more particularly described in Exhibit "A" attached hereto, together with any and all structures, fixtures and other improvements thereon and all rights, interests, privileges, tenements and hereditaments appurtenant thereto, but reserving unto Seller all easements or rights of way of record (the "Property").

2. Purchase Price. The purchase price for the Property shall be Thirty-Nine Thousand Three Hundred and NO/100 Dollars ($39,300.00) (the "Purchase Price"). The Purchase Price shall be paid to Seller in cash or immediately available funds at the closing and upon the consummation of the transaction contemplated by this Agreement (the "Closing").

3. Title Commitment. Purchaser may, at its option, obtain a title commitment to issue an owner's policy of title insurance to be issued in accordance with commercially reasonable standards and insuring Purchaser with good and marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances, tenancies, covenants, conditions, restrictions, easements and other matters of record affecting title except for the Permitted Exceptions. "Permitted Exceptions" shall mean: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) easements for the installation or maintenance of public utilities servicing the Property; (iii) easements, restrictions, and setback lines of record; (iv) rights of way for public roads; (v) subdivision regulations and zoning ordinances of applicable governmental entities; and (vi) such other matters, if any, as may be acceptable to Purchaser. Seller shall remove or have released all monetary liens affecting the Property, if any, prior to Closing.

4. Inspection Period. Purchaser shall have up to forty-five (45) days from the Effective Date to inspect and conduct due diligence on the Property (the "Inspection Period"), in which Purchaser, its agents, designees, and contractors shall have the right to enter the Property for the sole purpose of conducting Purchaser's due diligence investigations of the Property, including

without limitation surveys, geological studies, soil borings, phase I and phase II environmental site assessments and such other investigations, studies or tests as Purchaser may deem necessary or desirable in order to determine whether or not to the Property is suitable for Purchaser's intended use (collectively, the "Reports"). Prior to the expiration of the Inspection Period, Purchaser may provide written notice to the City, to be given in accordance with Section 14 below, of its desire to terminate this Agreement ("Termination Notice"). If no such Termination Notice is provided by Purchaser prior the expiration of the Inspection Period, then the parties shall proceed to Closing as set forth in this Agreement. However, in the event that such Termination Notice is provided by Purchaser prior to the end of the Inspection Period, then this Agreement shall automatically terminate and shall be null and void, and Purchaser shall immediately provide the Seller with copies of all Reports performed, and shall restore the Property to the same condition as existed prior to the Inspection Period.

5. Closing Conditions. Seller's obligation to convey the Property to Purchaser is contingent upon the Property being declared as "Surplus" by the City Council of the City of Huntsville (the "City Council") and upon approval of this Agreement by the City Council.

6. Closing. Closing shall occur on or within sixty (60) days following the satisfaction of the Closing Conditions, or at such other date and time as is mutually agreed upon by the parties ("Closing Date"). The Closing shall occur at the offices of Wilmer & Lee, P.A ("Closing Agent"). The parties may deliver any documents or closing funds as required herein on or before the Closing Date, such that neither party will be required to be physically present at Closing.

(a) At Closing, Seller shall deliver the following items to Closing Agent, properly executed and notarized and in form and substance acceptable to Purchaser:

(i) A statutory warranty deed conveying a good and marketable fee simple title to the Property to Purchaser subject only to the Permitted Exceptions.

(ii) Recorded or recordable releases terminating and releasing all monetary liens, if any.

(iii) An owner's affidavit and any other documents, certificates and agreements that the Closing Agent and/or title company may reasonably require to issue an updated title commitment or owner's title policy.

(iv) All other documents reasonably requested by the title company to carry out the transaction contemplated by this Agreement, including, but not limited to, (A) an IRS §1445 Certificate, (B) a settlement statement, and (C) formation documents, certifications, resolutions, brokers affidavits and other reasonable and customary documents establishing that Seller is duly authorized and empowered to enter into this Agreement and perform its obligations hereunder.

7. Property Taxes. No ad valorem taxes are currently owed or assessed on the Property, as the Property is currently classified as exempt. Accordingly, ad valorem taxes will not be prorated and no property taxes will be collected at Closing. Seller shall be responsible for any and all ad valorem taxes assessed for the current tax year and shall pay them when due.

8. Closing Costs. All closing costs, including any title examination fee, title insurance premium, all deed, transfer, and mortgage taxes, and any and all recording costs shall be paid by Purchaser ("Closing Costs). Provided, Closing Costs shall not include the cost of deed preparation, which shall be paid by Seller. In addition, each party shall pay for its own attorney's fees incurred in connection with the transaction contemplated by this Agreement.

9. Permitting and Approvals. Purchaser, its agents, employees and contractors, will use commercially reasonable efforts to obtain all necessary licenses, permits, and certificates that are required to construct, own, operate, and maintain the Property. Accordingly, Seller shall work in good faith to assist Purchaser in Purchaser's application for and obtaining of all applicable permits, licenses, certificates, or approvals required in connection with Purchaser's intended use of the Property. However, Purchaser acknowledges and agrees that Seller is in no way waiving or disclaiming, nor should this provision be construed as a waiver of, any applicable City licensing, permitting, zoning, design guidelines, or building code requirements.

10. Final Subdivision Plat; Additional Easements. The parties shall work in good faith with one another to have the Property subdivided or re-subdivided and platted in accordance with the City's subdivision regulations (the "Plat"). Additionally, the parties understand that certain additional easements in favor of the City may be necessary, and Purchaser agrees to grant and convey to the City those certain utility and drainage easement(s) and/or greenway/pedestrian easement(s) as may reasonably required by the City ("Additional Easements") over those certain portions of the Property as mutually agreed upon by the parties. In the event any Additional Easements are necessary, the parties agree to cooperate with one another to have the Additional Easements depicted on the Plat, and allowing for the Additional Easements to be dedicated to the City by Plat. However, should the City, in its sole discretion, determine that it is necessary to acquire the Additional Easements by or through separate recordable instrument, Purchaser agrees to cooperate with the City in its efforts, and shall promptly execute such instruments, which shall be prepared and recorded at the City's expense. The Plat shall be recorded, at Purchaser's expense, in the Office of the Judge of Probate of Madison County, Alabama on or within one hundred twenty (120) days after the Closing Date.

11. Governing Law. The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama without regard to its conflict of law provisions.

12. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is being relied upon by either party. Each party has relied upon its own examination of this Agreement and the provisions, warranties, representations and covenants expressly contained herein.

13. Successors and Assigns. All rights and obligations of the parties under this Agreement shall inure the benefit of and be binding upon all successors and assigns of each party.

14. Notice. All notices shall be in writing and may be delivered by any of the following methods: (i) hand delivery, (ii) certified United States Mail or other overnight delivery service

(i.e., FedEx or UPS), or (iii) using electronic mail (e-mail) or pdf transmission. Notices shall be deemed received, (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, or (iii) if delivered by email or pdf transmission on the date the transmission is sent. Notices shall be addressed as follows:

If to Seller:
The City of Huntsville
Attn: Jim McGuffey and Kelly Davis
320 Fountain Circle
Huntsville, AL 35801
Ph: (256) 427-5300
Email: jim.mcguffey@huntsvilleal.gov
kelly.davis@huntsvilleal.gov

With a copy to:
Katie Beasley
Wilmer & Lee, PA
100 Washington Street
Huntsville, Alabama 35801
Ph: (256)533-0202
Email: kbeasley@wilmerlee.com

If to Purchaser :
Glenn Cope Homes, Inc.
Attn: Mr. Glenn Cope
~~202 Westchester Avenue SW~~
Huntsville, Alabama ~~35801~~
Ph: 256-227-3700
Email: glenn.cope@comcast.net

P.O. Box # 18213
35804

With a copy to:
_____
Attn: _____
_____
_____
Ph: _____
Email: _____

15. Survival. Any terms and covenants contained in this Agreement which require the performance of any party after the Closing shall survive the closing and delivery of the deed.

16. Amendment. This Agreement may only be amended by a written instrument executed by both parties.

17. Assignment. Purchaser may assign its rights and obligations under this Agreement to any related entity or company controlled by or sharing common control or ownership with Purchaser (an "Affiliate Entity") or otherwise made as a result of any restructure, consolidation,

merger, or reorganization of Purchaser in which Purchaser or the Affiliate Entity is the surviving entity. In the event of an Assignment, Purchaser shall provide the Closing Agent with notice of the Assignment, including the name, form of entity, address, and current contact information of the Affiliate Entity, along with any related entity or company documents of said Affiliate Entity as may be requested by the Closing Agent. Prior to Closing, the city and/or Closing Agent may require Purchaser and Affiliate Entity to execute and acknowledge a formal assignment document in a form reasonably acceptable to Closing Agent.

18. Effective Date. The Effective Date shall mean the date this Agreement has been executed by the City.

19. Party Cooperation. The parties agree to cooperate with one another and will work in good faith and will use their reasonable best efforts in order to complete each of their respective construction, demolition, and work obligations as set forth herein and in accordance with the terms of the Agreement.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute one agreement between the parties. Documents executed, scanned and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. Notwithstanding the preceding sentence, the parties agree that they will transmit their original signature pages to the Closing Agent promptly after execution.

21. Real Estate Commissions. Seller and Purchaser each represent and warrant to one another that they, respectively, have not consulted with any broker or finder in connection herewith and no broker, finder or other agent is entitled to any fee or commission with respect to or by reason of this transaction. Seller and Purchaser each agree to indemnify and hold the other harmless from and against any and all loss, cost, damage, claim, expense (including attorneys' fees) incurred by or assessed against the other as a result of a breach of the respective foregoing covenants and representations made by each of them.

22. Attorneys' Fees. If any legal proceeding is commenced related to this Agreement, the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees, court costs and litigation expenses from the non-prevailing party therein.

23. Further Assurances. At Closing Agent's request, the parties shall execute and deliver any additional documents reasonably required to carry out the transaction contemplated by this Agreement or to correct any scrivener's error or omissions contained in this Agreement or any document executed pursuant hereto or in connection with the transaction contemplated herein.

24. Counsel Acknowledgment. The parties acknowledge that Seller's counsel, Katherine Amos Beasley, of the law firm of Wilmer & Lee, P.A. (collectively, "Counsel") prepared this Agreement on behalf of and in the course of its representation of Seller and, for purposes of this transaction, Counsel represents Seller's interest and no other. All conflicts of interest in connection with Counsel's representation of Seller, if any, are hereby waived.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be effective as of the dates set forth above.

[*Signatures appearing on the Following Pages.*]

[*Seller's Signature Page to Purchase and Sale Agreement*]

SELLER:

City of Huntsville, an Alabama municipal corporation

By: _____
Tommy Battle, Mayor

ATTESTED TO:

By: _____ Date: _____
Kenneth Benion, Clerk-Treasurer

[*Purchaser's Signature Page to Purchase and Sale Agreement*]

PURCHASER:

Glenn Cope Homes, Inc., an Alabama corporation

By: _____
Robert Glenn Cope, Jr., President

WITNESSED:

By: _____ Date: _____

Exhibit "A"
(Legal Description of the Property)

TRACT 1 (813 Orchard Street, PPIN 21376):

All that part of the Northeast quarter of Section 35, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama; Particularly described as beginning at an iron stake on the west margin of Orchard Street; said point of beginning is further described as being South 89 degrees 00 minutes East, 6.75 feet, and South 1 degree 00 minutes West, 1203.37 feet from the Southeast corner of Lot 29, Block H of the DeMasters and Buford Subdivision as recorded in Plat Book 1, page 90, Probate Records, Madison County, Alabama; thence from the point of true beginning, South 87 degrees 00 minutes West, 170.51 feet to an iron stake on the East margin of L&N Railroad right-of-way; thence along the East margin of said Railroad right-of-way, South 15 degrees 23 minutes West, 81.06 feet to an iron stake; thence North 87 degrees 20 minutes East, 190.56 feet to an iron stake on the West margin of Orchard Street; thence along the West margin of said street, North 1 degree 00 minutes East, 78.21 feet to the point of true beginning.

LESS AND EXCEPT AND RESERVING UNTO THE CITY OF HUNTSVILLE THAT CERTAIN RIGHT-OF-WAY IN FAVOR THEREOF AND ANY UTILITES AND/OR EASEMENTS LOCATED THEREIN:

Commencing at the common section corner for Sec. 25, Sec. 26, Sec. 35, and Sec. 36 T-3-S, R-1-W

Thence N 82°32'28" W a distance of 627.27 feet to a point on existing Orchard Street right of way line; the point of BEGINNING of the property herein described

Thence S 88°30'04" W a distance of 68.29 feet along the south property line to a point on the acquired right of way line

Thence following the acquired right of way line curvature thereof an arc length of 77.50 feet (said arc having a chord bearing of N 06°53'47" W, in a counter-clockwise direction, a chord distance of 77.48 feet and a radius of 1135.00 feet) to a point on the north property line

Thence N 87°50'55" E a distance of 80.49 feet along the north property line to a point on Orchard Street existing right of way line

Thence S 02°05'57" W a distance of 78.21 feet along the existing Orchard Street right of way line to the point and place of BEGINNING.

The above described parcel contains 0.132 acres, more or less.

AND ALSO:

TRACT 2 (815 Orchard Street, PPIN 126879):

Lot 2, Block 286, Blue Spring Street, less and except 50 feet taken evenly off the north side of said lot located in the City of Huntsville, Madison County, Alabama.

Said real estate is further described as follows: All that part of Section 26, Township 3 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, and more particularly described as commencing at a 1' by 1' concrete fence post at the northeast comer of Deed Book 359, Page 377, and a comer on the westwardly boundary of Lincoln Park Subdivision as recorded in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 5, Page 73; thence along the westwardly boundary of said Lincoln Park Subdivision South 0 degrees 11 minutes 00 seconds West 211.95 feet to a #5 rebar found with cap stamped PLS 10099 Wilbanks; thence leaving the westwardly boundary of said Lincoln Park Subdivision South 88 degrees 22 minutes 04 seconds West 165.05 feet to a PK nail found with 1 inch metal disk stamped 10099 Wilbanks in the approximate centerline of Orchard Street; thence leaving the approximate centerline of said Orchard Street South 88 degrees 22 minutes 04 seconds West 15.00 feet to a point on the west right-of-way of said Orchard Street; thence along the west right-of- way of said Orchard Street South 0 degrees 17 minutes 06 seconds West 24.15 feet to a #5 rebar found with cap stamped PLS 10099 Wilbanks which is the point of beginning. Thence form the point of beginning South 0 degrees 17 minutes 06 seconds West 73.90 feet to a 1 5/8'' outside diameter pipe found; thence South 86 degrees 02 minutes 04 seconds West 164.22 feet to a 1 inch outside diameter pipe found on the West margin of a railroad; thence along the West margin of said railroad North 13 degrees 42 minutes 39 seconds East 83.64 feet to a 1 1/8 inch x 7/8 inch bar found; thence leaving the West margin of said railroad North 88 degrees 24 minutes 52 seconds East 144.42 feet to the point of beginning and containing 0.27 acres, more or less. Subject to easements recorded or unrecorded.

LESS AND EXCEPT AND RESERVING UNTO THE CITY OF HUNTSVILLE THAT CERTAIN RIGHT-OF-WAY IN FAVOR THEREOF AND ANY UTILITES AND/OR EASEMENTS LOCATED THEREIN:

> Commencing at the common section corner for Sec. 25, Sec. 26, Sec. 35, and Sec. 36 T-3-S, R-1-W
>
> Thence N 75°32'44" W a distance of 639.34 feet to a point on existing Orchard Street right of way line; the point of BEGINNING of the property herein described
>
> Thence S 87°50'55" W a distance of 80.49 feet along the south property line to a point on the acquired right of way line
>
> Thence following the acquired right of way line curvature thereof an arc length of 78.68 feet (said arc having a chord bearing of N 10°50'19" W, in a counter-clockwise direction,

a chord distance of 78.66 feet and a radius of 1135.00 feet) to a point on the north property line

Thence S 89°46'21" E a distance of 97.93 feet along the north property line to a point on existing Orchard Street right of way line

Thence S 02°05'57" W a distance of 73.90 feet along the existing Orchard Street right of way line to the point and place of BEGINNING.

The above described parcel contains 0.154 acres, more or less.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0295

Department: Finance

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

Resolution authorizing travel expenses.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1461

Department: Finance

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

Resolution authorizing travel expenses.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22 - _____

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

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

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0296

Department: Finance

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

Resolution authorizing the acceptance of donations.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Cemetery: Donation from Robert Blocker for Maple Hill Cemetery for $10.00.

Cemetery: Donation from Bobby Hall for Maple Hill Cemetery for $50.00.

Fire & Rescue: Donation from Professional Fire & Security, LLC to the Fire & Rescue department for 256 fire

extinguishers, with an estimated value of $2,032.50.

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1462

Department: Finance

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

Resolution authorizing the acceptance of donations.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Cemetery: Donation from Robert Blocker for Maple Hill Cemetery for $10.00.

Cemetery: Donation from Bobby Hall for Maple Hill Cemetery for $50.00.

Fire & Rescue: Donation from Professional Fire & Security, LLC to the Fire & Rescue department for 256 fire

extinguishers, with an estimated value of $2,032.50.

RESOLUTION NO. 22 - _____

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

Donation from Robert Blocker for Maple Hill Cemetery in the amount of $10.00.

Donation from Bobby Hall for Maple Hill Cemetery in the amount of $50.00.

Donation from Professional Fire & Security, LLC to the Fire & Rescue department for 256 fire extinguishers, with an estimated value of $2,032.50.

BE IT RESOLVED, that the City Council of the City of Huntsville, Alabama, makes no commitment with respect to any further consideration as a result of the aforesaid donation, but that the City Council does offer its sincere appreciation for the above said donation.

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0297

Department: Finance

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

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

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:
Update of Bids:

Woody Anderson Ford - Pursuit Rated Light Duty Vehicles (Fleet Services)

State Systems, Inc. - Security Camera & CCTV Services and Repairs (General Services)

Jake Marshall Service, Inc. - Honeywell VAC & Access Control Services and Repairs (General Services)

Suburban Propane LP - Propane Services (General Services)

Alabama Flag and Banner, Inc. - Flags, Flag Supplies & Repair Services (General Services)

Vulcan Materials Company - Crushed Stone & Aggregate Base (Public Works Services)

Tri-County Shoes, Inc. - Safety Toe & Protective Footwear (Finance)

Core & Main, LP - Sanitary Sewer Material & Supplies (Water Pollution Control)

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1408

Department: Finance

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

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

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:
Update of Bids:

Woody Anderson Ford - Pursuit Rated Light Duty Vehicles (Fleet Services)

State Systems, Inc. - Security Camera & CCTV Services and Repairs (General Services)

Jake Marshall Service, Inc. - Honeywell VAC & Access Control Services and Repairs (General Services)

Suburban Propane LP - Propane Services (General Services)

Alabama Flag and Banner, Inc. - Flags, Flag Supplies & Repair Services (General Services)

Vulcan Materials Company - Crushed Stone & Aggregate Base (Public Works Services)

Tri-County Shoes, Inc. - Safety Toe & Protective Footwear (Finance)

Core & Main, LP - Sanitary Sewer Material & Supplies (Water Poll8ution Control)

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below with the date of April 14, 2022 appearing on the margin of the first page, together with the signature of the City Council President and an executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

VENDOR	COMMODITY/SERVICE	AGREEMENT
Woody Anderson Ford	Pursuit Rated Light Duty Vehicles	One Year W/Extensions
State Systems, Inc.	Security Camera & CCTV Services and Repairs	One Year W/Extensions
Jake Marshall Service, Inc.	Honeywell HVAC & Access Control	One Year W/Extensions
Suburban Propane LP	Propane Services	One Year W/Extensions
Alabama Flag and Banner, Inc.	Flags, Flag Supplies & Repair Services	One Year W/Extensions
Vulcan Materials Company	Crushed Stone & Aggregate Base	One Year W/Extensions
Tri-County Shoes, Inc.	Safety Toe & Protective Footwear	One Year W/Extensions
Core & Main, LP	Sanitary Sewer Materials & Supplies	One Year W/Extensions

RESOLUTION NO. 22 - _____

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1408

Department: Finance

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

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

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Update of Bids:

Woody Anderson Ford - Pursuit Rated Light Duty Vehicles (Fleet Services)

State Systems, Inc. - Security Camera & CCTV Services and Repairs (General Services)

Jake Marshall Service, Inc. - Honeywell VAC & Access Control Services and Repairs (General Services)

Suburban Propane LP - Propane Services (General Services)

Alabama Flag and Banner, Inc. - Flags, Flag Supplies & Repair Services (General Services)

Vulcan Materials Company - Crushed Stone & Aggregate Base (Public Works Services)

Tri-County Shoes, Inc. - Safety Toe & Protective Footwear (Finance)

Core & Main, LP - Sanitary Sewer Material & Supplies (Water Poll8ution Control)

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below with the date of April 14, 2022 appearing on the margin of the first page, together with the signature of the City Council President and an executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

VENDOR	COMMODITY/SERVICE	AGREEMENT
Woody Anderson Ford	Pursuit Rated Light Duty Vehicles	One Year W/Extensions
State Systems, Inc.	Security Camera & CCTV Services and Repairs	One Year W/Extensions
Jake Marshall Service, Inc.	Honeywell HVAC & Access Control	One Year W/Extensions
Suburban Propane LP	Propane Services	One Year W/Extensions
Alabama Flag and Banner, Inc.	Flags, Flag Supplies & Repair Services	One Year W/Extensions
Vulcan Materials Company	Crushed Stone & Aggregate Base	One Year W/Extensions
Tri-County Shoes, Inc.	Safety Toe & Protective Footwear	One Year W/Extensions
Core & Main, LP	Sanitary Sewer Materials & Supplies	One Year W/Extensions

RESOLUTION NO. 22 - _____

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of Huntsville, Alabama

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT **DATE:** 04/05/22
FROM: Autumn McCord **DEPT:** Fleet Services
BID #: 52-2022-54-1 **COMMODITY/SERVICE:** Pursuit Rated Light Duty Vehicles

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Woody Anderson Ford

RECOMMENDATION: Recommend to award to the sole responsive bidder, Woody Anderson Ford.

DESCRIPTION	PRICE	UOM	COMMENT
2023 Ford Interceptor Utiltity	34,756.00	Each	
2023 Ford F-150 Responder	39,022.00	Each	

INITIAL PURCHASE: Unknown
FUNDING SOURCE: 3020-15-00000-520100-0000000
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.

Ricky Wilkinson Digitally signed by Ricky Wilkinson Date: 2022.04.05 08:42:58-05'00' — 04/05/2022
Department Head — Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.04.05 10:03:19 -05'00' — 4/5/2022
Procurement Manager — Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 3/29/22
FROM: John Lang **DEPT:** General Services
BID #: 47-2022-74-2 **COMMODITY/SERVICE:** Security Camera & CCTV Services a

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND State Systems, Inc.

RECOMMENDATION: The General Services Department recommends State Systems, Inc. for the Security Camera & CCTV Services Bid.

DESCRIPTION	PRICE	UOM	COMMENT
Technician	75	/hour	
Helper	50	/hour	

INITIAL PURCHASE: TBD
FUNDING SOURCE: 1000-14-14300-513010-0000000
TERM OF CONTRACT:
- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

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

John Lang Digitally signed by John Lang Date: 2022.03.29 15:43:43 -05'00'
Department Head — Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.03.30 09:21:51 -05'00'
Procurement Manager — 3/30/2022 Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 3/29/22
FROM: John Lang **DEPT:** General Services
BID #: 46-2022-74-2 **COMMODITY/SERVICE:** Honeywell HVAC & Access Control

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Jake Marshall Service, Inc.

RECOMMENDATION: The General Services Department recommends Jake Marshall Service, Inc. for the Honeywell HVAC & Access Control Services and Repairs bid.

DESCRIPTION	PRICE	UOM	COMMENT
Technician	$94	/hour	
Helper	$54	/hour	
Design Engineer	$69	/hour	
Drafting/Graphics Design	$64	/hour	

INITIAL PURCHASE: TBD
FUNDING SOURCE: 1000-14-14300-513010-0000000
TERM OF CONTRACT:
- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

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

John Lang Digitally signed by John Lang Date: 2022.03.29 16:22:31 -05'00'
Department Head — Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.03.30 09:18:23 -05'00'
Procurement Manager — Date: 3/30/2022

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services
FROM: John Lang
BID #: 43-2022-74-2
DATE: 3/22/22
DEPT: General Services
COMMODITY/SERVICE: Propane Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Suburban Propane LP

RECOMMENDATION: The General Services Dept. recommends Suburban Propane for the Propane Services Bid.

DESCRIPTION	PRICE	UOM	COMMENT
Price Per Gallon Above Base Price	$0.42	/Gal	

INITIAL PURCHASE: TBD
FUNDING SOURCE: 1000-14-14100-515700-0000000
TERM OF CONTRACT:

- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

APPROVALS:

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

John Lang — Digitally signed by John Lang Date: 2022.03.22 14:25:22 -05'00'
Department Head — Date

Tamara M. Yancy — Digitally signed by Tamara M. Yancy Date: 2022.03.23 09:31:40 -05'00'
Procurement Manager — 3/23/2022 Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 3/29/22
FROM: John Lang **DEPT:** General Services
BID #: 44-2022-74-2 **COMMODITY/SERVICE:** Flags, Flag Supplies & Repair Servic

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Alabama Flag and Banner, Inc.

RECOMMENDATION: The General Services Departmenent recommends Alabama Flag and Banner for the Flags, Flag Supplies & Repair Services Bid. They were the only complete bid that was received.

DESCRIPTION	PRICE	UOM	COMMENT
See Attached Bid Tabulation			

INITIAL PURCHASE: TBD
FUNDING SOURCE: 1000-14-14300-513010-0000000
TERM OF CONTRACT:

- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

APPROVALS:

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

John Lang Digitally signed by John Lang Date: 2022.03.29 16:09:33 -05'00'
Department Head Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.03.30 09:20:05 -05'00'
Procurement Manager 3/30/2022 Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** March 31, 2022
FROM: Chris McNeese **DEPT:** Public Works Services
BID #: 48-2022-55-3 **COMMODITY/SERVICE:** Crushed Stone & Aggregate Base

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Vulcan Materials Company

RECOMMENDATION: It is recommended that Vulcan Materials Company be awarded the bid for crushed stone & aggregate base. Please see attached memo.

DESCRIPTION	PRICE	UOM	COMMENT
Surge Stone Pick Up	$15.00	Ton	
Dense Graded Base-Pick Up	$13.00	Ton	
1/2" Crushed Stone Base-Pick Up	$13.00	Ton	
1 1/2" Crushed Stone Base-Pick Up	$13.00	Ton	
Class 1 Rip Rap-Pick Up	$18.00	Ton	
Class 2 Rip Rap-Pick Up	$18.50	Ton	
No. 2 Aggregate-Pick Up	$15.00	Ton	

INITIAL PURCHASE: $15,000.00
FUNDING SOURCE: 3020-55-00000516010-0000000C
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.

Christopher McNeese — Digitally signed by Christopher McNeese Date: 2022.03.31 13:24:43 -05'00'
Department Head — Date

Tamara M. Yancy — Digitally signed by Tamara M. Yancy Date: 2022.04.01 15:00:21 -05'00'
Procurement Manager — Date: 4/1/2022

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 2

TO: Procurement **DATE:** March 31, 2022
FROM: Chris McNeese **DEPT:** Public Works Services
BID #: 48-2022-55-3 **COMMODITY/SERVICE:** Crushed Stone & Aggregate Base

DESCRIPTION	PRICE	UOM	COMMENT
No. 57 Aggregate-Pick Up	$16.00	Ton	
No. 67 Aggregate-Pick Up	$17.00	Ton	
No. 78 Aggregate-Pick Up	$18.00	Ton	
No. 89 Aggregate-Pick Up	$18.00	Ton	
No. 810 Aggregate-Pick Up	$13.00	Ton	
Surge Stone-Delivered up to 5 miles	$19.75	Ton	
Surge Stone-Delivered 6-10 miles	$20.39	Ton	
Surge Stone Delivered 11-15 miles	$21.89	Ton	
Surge Stone Delivered 16-20 miles	$22.75	Ton	
Surge Stone Delivered 21-25 miles	$23.68	Ton	
Dense Graded Base-Delivered up to 5 miles	$17.75	Ton	
Dense Graded Base-Delivered 6-10 miles	$18.39	Ton	
Dense Graded Base-Delivered 11-15 miles	$19.89	Ton	
Dense Graded Base-Delivered 16-20 miles	$20.75	Ton	
Dense Graded Base-Delivered 21-25 miles	$21.68	Ton	
1/2" Crushed Stone Base-Delivered up to 5 miles	$17.75	Ton	
1/2" Crushed Stone Base-Delivered 6-10 miles	$18.39	Ton	
1/2" Crushed Stone Base-Delivered 11-15 miles	$19.89	Ton	
1/2" Crushed Stone Base-Delivered 16-20 miles	$20.75	Ton	
1/2" Crushed Stone Base-Delivered 21-25 miles	$21.68	Ton	
1 1/2" Crushed Stone Base-Delivered up to 5 miles	$17.75	Ton	
1 1/2" Crushed Stone Base-Delivered 6-10 miles	$18.39	Ton	
1 1/2" Crushed Stone Base Delivered 11-15 miles	$19.89	Ton	
1 1/2" Crushed Stone Base-Delivered 16-20 miles	$20.75	Ton	
1 1/2" Crushed Stone Base-Delivered 21-25 miles	$21.68	Ton	
Class 1 Rip Rap-Delivered up to 5 miles	$23.75	Ton	
Class 1 Rip Rap-Delivered 6-10 miles	$24.39	Ton	
Class 1 Rip Rap-Delivered 11-15 miles	$25.89	Ton	
Class 1 Rip Rap-Delivered 16-20 miles	$26.75	Ton	
Class 1 Rip Rap-Delivered 21-25 miles	$27.68	Ton	
Class 2 Rip Rap-Delivered up to 5 miles	$24.25	Ton	

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 3

TO: Procurement **DATE:** March 31, 2022
FROM: Chris McNeese **DEPT:** Public Works Services
BID #: 48-2022-55-3 **COMMODITY/SERVICE:** Crushed Stone & Aggregate Base

DESCRIPTION	PRICE	UOM	COMMENT
Class 2 Rip Rap-Delivered 6-10 miles	$24.89	Ton	
Class 2 Rip Rap-Delivered 11-15 miles	$26.39	Ton	
Class 2 Rip Rap-Delivered 16-20 miles	$27.25	Ton	
Class 2 Rip Rap-Delivered 21-25 miles	$28.18	Ton	
No 2 Crushed Stone-Delivered up to 5 miles	$19.75	Ton	
No. 2 Crushed Stone-Delivered 6-10 miles	$20.39	Ton	
No. 2 Crushed Stone-Delivered 11-15 miles	$21.89	Ton	
No. 2 Crushed Stone-Delivered 16-20 miles	$22.75	Ton	
No. 2 Crushed Stone-Delivered 21-24 miles	$23.68	Ton	
No. 57 Crushed Stone-Delivered up to 5 miles	$20.75	Ton	
No. 57 Crushed Stone-Delivered 6-10 miles	$21.39	Ton	
No. 57 Crushed Stone-Delivered 11-15 miles	$22.89	Ton	
No. 57 Crushed Stone-Delivered 16-20 miles	$23.75	Ton	
No. 57 Crushed Stone-Delivered 21-24 miles	$24.68	Ton	
No. 67 Crushed Stone-Delivered up to 5 miles	$21.75	Ton	
No. 67 Crushed Stone-Delivered 6-10 miles	$22.39	Ton	
No. 67 Crushed Stone-Delivered 11-15 miles	$23.89	Ton	
No. 67 Crushed Stone-Delivered 16-20 miles	$24.75	Ton	
No. 67 Crushed Stone-Delivered 21-25 miles	$25.68	Ton	
No. 78 Crushed Stone-Delivered up to 5 miles	$22.75	Ton	
No. 78 Crushed Stone-Delivered 6-10 miles	$23.39	Ton	
No. 78 Crushed Stone-Delivered 11-15 miles	$24.89	Ton	
No. 78 Crushed Stone-Delivered 16-20 miles	$25.75	Ton	
No. 78 Crushed Stone-Delivered 21-25 miles	$26.68	Ton	
No. 89 Crushed Stone-Delivered up to 5 miles	$22.75	Ton	
No. 89 Crushed Stone-Delivered 6-10 miles	$23.39	Ton	
No. 89 Crushed Stone-Delivered 11-15 miles	$24.89	Ton	
No. 89 Crushed Stone-Delivered 16-20 miles	$25.75	Ton	
No. 89 Crushed Stone-Delivered 21-25 miles	$26.68	Ton	
No. 810 Crushed Stone-Delivered up to 5 miles	$17.75	Ton	
No. 810 Crushed Stone-Delivered 6-10 miles	$18.39	Ton	

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 4

TO: Procurement **DATE:** March 31, 2022
FROM: Chris McNeese **DEPT:** Public Works Services
BID #: 48-2022-55-3 **COMMODITY/SERVICE:** Crushed Stone & Aggregate Base

DESCRIPTION	PRICE	UOM	COMMENT
No. 810 Crushed Stone-Delivered 11-15 miles	$19.89	Ton	
No. 810 Crushed Stone-Delivered 16-20 miles	$20.75	Ton	
No. 810 Crushed Stone-Delivered 21-25 miles	$21.68	Ton	
No. 5 Crushed Stone-Pick up	$16.00	Ton	
No. 5 Crushed Stone-Delivered up to 5 miles	$20.75	Ton	
No. 5 Crushed Stone-Delivered 6-10 miles	$21.39	Ton	
No. 5 Crushed Stone-Delivered 11-15 miles	$22.89	Ton	
No. 5 Crushed Stone-Delivered 16-20 miles	$23.75	Ton	
No. 5 Crushed Stone-Delivered 21-25 miles	$24.68	Ton	

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** April 4, 2022
FROM: LaRissa Schroeder **DEPT:** Finance
BID #: 41-2022-83-1 **COMMODITY/SERVICE:** Safety Toe & Protective Footwear

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND TRI-COUNTY SHOES, INC.

RECOMMENDATION: Recommend to award bid to sole responsive bidder, Tri-County Shoes, Inc. dba Red Wing Shoe Store

DESCRIPTION	PRICE	UOM	COMMENT
Total Bid Price	$6310.00		
Discount % Off List Price for Items Not Listed	20%		
(See attached Bidder Pricing Form for itemized bid pricing)			

INITIAL PURCHASE: As Needed
FUNDING SOURCE: Varies
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.

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.04.04 12:17:54 -05'00' 4/4/2022
Department Head Date

Penny L Smith Digitally signed by Penny L Smith Date: 2022.04.04 13:39:43 -05'00' 4/4/2022
Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 4/4/22
FROM: Kerri Bevilacqua **DEPT:** Water Pollution Control
BID #: 38-2022-80-1 **COMMODITY/SERVICE:** Sanitary Sewer Materials & Supplies

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Core & Main, LP

RECOMMENDATION: The department recommends awarding to the sole responsive bidder, Core & Main, LP.

DESCRIPTION	PRICE	UOM	COMMENT
Grand Total for All Items			$3,230,181.96
Discount % off List Price for Related Bid Items Not Listed	20%		
(See attached bidder pricing form for itemized pricing)			

INITIAL PURCHASE: As Needed
FUNDING SOURCE: Various
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.

Randall Stewart Digitally signed by Randall Stewart Date: 2022.04.04 10:37:27 -05'00'
Department Head Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.04.04 12:55:53 -05'00' 4/4/2022
Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below with the date of April 14, 2022 appearing on the margin of the first page, together with the signature of the City Council President and an executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

VENDOR	COMMODITY/SERVICE	AGREEMENT
Woody Anderson Ford	Pursuit Rated Light Duty Vehicles	One Year W/Extensions
State Systems, Inc.	Security Camera & CCTV Services and Repairs	One Year W/Extensions
Jake Marshall Service, Inc.	Honeywell HVAC & Access Control	One Year W/Extensions
Suburban Propane LP	Propane Services	One Year W/Extensions
Alabama Flag and Banner, Inc.	Flags, Flag Supplies & Repair Services	One Year W/Extensions
Vulcan Materials Company	Crushed Stone & Aggregate Base	One Year W/Extensions
Tri-County Shoes, Inc.	Safety Toe & Protective Footwear	One Year W/Extensions
Core & Main, LP	Sanitary Sewer Materials & Supplies	One Year W/Extensions

RESOLUTION NO. 22 - _____

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of Huntsville, Alabama

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT **DATE:** 04/05/22
FROM: Autumn McCord **DEPT:** Fleet Services
BID #: 52-2022-54-1 **COMMODITY/SERVICE:** Pursuit Rated Light Duty Vehicles

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Woody Anderson Ford

RECOMMENDATION: Recommend to award to the sole responsive bidder, Woody Anderson Ford.

DESCRIPTION	PRICE	UOM	COMMENT
2023 Ford Interceptor Utiltity	34,756.00	Each	
2023 Ford F-150 Responder	39,022.00	Each	

INITIAL PURCHASE: Unknown
FUNDING SOURCE: 3020-15-00000-520100-0000000
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.

Ricky Wilkinson Digitally signed by Ricky Wilkinson Date: 2022.04.05 08:42:58-05'00' — 04/05/2022
Department Head — Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.04.05 10:03:19 -05'00' — 4/5/2022
Procurement Manager — Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Tommy Battle
Mayor
City of Huntsville, Alabama
Finance Department
Procurement Services Division

Invitation For Bids
NEW PURSUIT RATED LIGHT DUTY VEHICLES

Invitation for Bid #:	52-2022-54-1
Issue Date:	March 10, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	March 24, 2022 @ 5:00 PM All questions must be submitted in writing to larissa.schroeder@huntsvilleal.gov.
IFB Closing Date:	March 31, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	N/A
Procurement Services Contact:	LaRissa Schroeder larissa.schroeder@huntsvilleal.gov (256) 427-5058 (256) 427-5059 fax
City Internet Site:	www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	New Pursuit Rated Light Duty Vehicles 2022

APPENDIX D
DETAILED REQUIREMENTS CHECKLIST

1.
CITY OF HUNTSVILLE
SPECIFICATIONS
INTERCEPTOR UTILITY
Approximately Twenty-Five (25)

2022 or newer model full size four (4) door, certified police package mid-size SUV, to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory options with dealer codes, description and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications is met.

A. ADDITIONAL SPECIFICATIONS:	VENDOR COMPLIANCE
1. WHEELBASE: 119.1	✓
2. ENGINE: HIGH PERFORMANCE V6, 3.3L	✓
3. 10 SPEED AUTOMATIC TRANSMISSION W /EXTERNAL COOLER	✓
4. 220AMP ALTERNATOR, MIN	✓
5. 75 MPH REAR CRASH RATING	✓
6. ALL WHEEL DRIVE	✓
7. FACTORY AIR CONDITIONING	✓
8. POWER WINDOWS, TILT WHEEL	✓
9. POWER DOOR LOCKS	✓
10. POWER BRAKES	✓
11. AM/FM RADIO	✓
12. REAR WINDOW DEFROSTER	✓
13. DELAY WINDSHIELD WIPERS	✓
14. TINTED GLASS THROUGHOUT	✓
15. PURSUIT RATED RADIAL TIRES WITH TOOLS INCLUDING MOUNTED FULL SIZE SPARE	✓
16. TRACTION CONTROL	✓
17. HEAVY DUTY COOLING SYSTEM	✓
18. MIRRORS: LEFT AND RIGHT OUTSIDE REMOTE, INSIDE DAY/NIGHT	✓
19. AIRBAGS: FRONT AND SIDE DRIVER AND PASSENGER	✓
20. FABRIC SEATS FRONT & REAR	✓
21. RUBBER MATTING THROUGHOUT (NO CARPET)	✓
22. SINGLE KEY OPERATION OF VEHICLE	✓
23. FRONT TAG BRACKETS	✓
24. COLOR: WHITE EXTERIOR/CHARCOAL INTERIOR & STANDARD COLORS AS REQUESTED	✓
25. NO DEALER EMBLEMS OR DECALS	✓
26. 1 CD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams	✓
27. FLEX FUEL	✓
28. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT	✓
29. FLOOR MATS	✓

(Continued)
1.
CITY OF HUNTSVILLE
SPECIFICATIONS
INTERCEPTOR UTILITY
Approximately Twenty-Five (25)

VENDOR COMPLIANCE

B. DEALER INVOICE/OPTIONS:

1. Must show all options using factory codes, description and associated cost. ✓
2. 3 YEARS OR 36,000 MILES WARRANTY (MINIMUM) ✓

C. OPTIONS:

1. OPTION I: EXTENDED SERVICE PLAN:
   (a) Powertrain, 5 Year /100,000 miles, Zero (0) deductible ✓

DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Miles Bumper - Bumper

5 Year / 100,000 Miles Powertrain

2. OPTION II: STEP BARS (Installed)
   Description Black Round Tube Steps ✓
3. OPTION III: WEATHERTECH FRONT FLOOR LINER ✓
4. OPTION IV: VENT VISORS (Installed) ✓
5. OPTION V: EXTRA KEY ✓
6. OPTION VI: WINDOW TINT INSTALLED BOTH FRONT DOORS ✓
7. OPTION VII: LIMO WINDOW TINT INSTALLED ON ALL GLASS ✓
8. OPTION VIII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST ✓

2.

CITY OF HUNTSVILLE
SPECIFICATIONS
PURSUIT RATED RESPONDER TRUCK
Approximately Four (4)

2023 or newer model full size four (4) door, certified pursuit rated police package full -size truck, to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory options with dealer codes, description and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications is met.

A. ADDITIONAL SPECIFICATIONS:	VENDOR COMPLIANCE
1. WHEELBASE: 145"	✓
2. ENGINE: HIGH PERFORMANCE 3.5, V6	✓
3. 10 SPEED AUTOMATIC TRANSMISSION W /EXTERNAL COOLER	✓
4. 240AMP ALTERNATOR, MIN	✓
5. 7000 POUND TOW RATING CLASS IV HITCH	✓
6. FOUR WHEEL DRIVE-SHIFT ON FLY	✓
7. FACTORY AIR CONDITIONING	✓
8. POWER WINDOWS, TILT WHEEL	✓
9. POWER DOOR LOCKS	✓
10. ALUMINIUM BED	✓
11. LOCKING REMOVABLE TAILGATE	✓
12. TRAILER SWAY CONTROL	✓
13. DELAY WINDSHIELD WIPERS	✓
14. TINTED GLASS THROUGHOUT	✓
15. PURSUIT RATED RADIAL TIRES	✓
16. TRACTION CONTROL	✓
17. HEAVY DUTY COOLING SYSTEM	✓
18. MIRRORS: LEFT AND RIGHT OUTSIDE REMOTE,	✓
19. AIRBAGS: FRONT AND SIDE DRIVER AND PASSENGER	✓
20. FABRIC SEATS FRONT	✓
21. RUBBER MATTING/THROUGHOUT (NO CARPET)	✓
22. SINGLE KEY OPERATION OF VEHICLE	✓
23. FRONT TAG BRACKETS	✓
24. COLOR: WHITE EXTERIOR/CHARCOAL INTERIOR & STANDARD COLORS AS REQUESTED	✓
25. NO DEALER EMBLEMS OR DECALS	✓
26. 1 CD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams	✓
27. FLEX FUEL	✓
28. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT	✓
29. FLOOR MATS	✓

B. DEALER INVOICE/OPTIONS:	
1. Must show all options using factory codes, description and associated cost.	✓
2. 3 YEARS OR 36,000 MILES WARRANTY (MINIMUM)	✓

(Continued)
2.
CITY OF HUNTSVILLE
SPECIFICATIONS
PURSUIT RATED RESPONDER TRUCK
Approximately Four (4)

C. OPTIONS: **VENDOR COMPLIANCE**

1. OPTION I: EXTENDED SERVICE PLAN:
   (a) Powertrain, 5 Year /100,000 miles, Zero (0) deductible ✓

DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Miles Bumper - Bumper 5 Year / 100,000 Miles Powertrain

2. OPTION II: STEP BARS (Installed)
   Description Black Round Tube Steps ✓
3. OPTION III: WEATHERTECH FRONT FLOOR LINER ✓
4. OPTION IV: VENT VISORS (Installed) ✓
5. OPTION V: EXTRA KEY ✓
6. OPTION VI: WINDOW TINT INSTALLED BOTH FRONT DOORS ✓
7. OPTION VII: LIMO WINDOW TINT INSTALLED ON ALL GLASS ✓
8. OPTION VIII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST ✓

APPENDIX F
BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: Richard Bean

1. 2022 OR NEWER MODEL INTERCEPTOR UTILITY

Year/Make/Model 2023 Ford Interceptor Utility Delivery Schedule Appx. 30 Weeks

Total Delivered Price Each Including Title Fee and Manufacturer's Standard Warranty			$ 34,756.00
Option I:	Extended Service Plan	Add	$ Included
Option II:	Step Bars (Installed)	Add	$ 429.00
Option III:	Weathertech Brand Molded Front Floor Liner	Add	$ 135.00
Option IV:	Vent Visors (Installed)	Add	$ 155.00
Option V:	Extra Key	Add	$ 10.00
Option VI:	Window Tint Both Front Doors (Installed)	Add	$ 149.00
Option VII:	Limo Window Tint All Glass	Add	$ 425.00
Option VIII.	Upfit Options at Dealer Invoice Pricing (Quote submitted at time of purchase)		

(Continued)

APPENDIX F
BIDDER PRICING FORM

2. 2023 OR NEWER MODEL PURSUIT RATED RESPONDER TRUCK

Year/Make/Model 2023 Ford F-150 Responder Delivery Schedule Appx. 30 Weeks

Total Delivered Price Each Including Title Fee and Manufacturer's Standard Warranty			$ 39,022.00
Option I:	Extended Service Plan	Add	$ Included
Option II:	Step Bars (Installed)	Add	$ 295.00
Option III:	Weathertech Brand Molded Front Floor Liner	Add	$ 135.00
Option IV:	Vent Visors (Installed)	Add	$ 155.00
Option V:	Extra Key	Add	$ 250.00
Option VI:	Window Tint Both Front Doors (Installed)	Add	$ 149.00
Option VII:	Limo Window Tint All Glass	Add	$ 425.00
Option VIII.	Upfit Options at Dealer Invoice Pricing (Quote submitted at time of purchase)		

This Price Bid Form is hereby submitted by the undersigned:

Richard Bean
Printed legal name of Bidder

Bobby White: General Manager
Printed name of individual/corporate officer/general partner/joint venturer AND Title

Richard Bean
Signature

03/29/2022
Date

WOODY ANDERSON FORD
2500 Jordan Lane • P.O. Box 11400 • Huntsville, Alabama 35814
Telephone: (256) 539-9441
www.woodyandersonford.com

Woody Anderson Ford cannot be held responsible for the manufacture's ordering dates, cutoff dates, production times, supplier shortages, vehicle availability, or shipping delays which is beyond our control.

The vehicle option price list that is included in the bid packet is for last model year due to the current model year pricing not being available at this time. We will provide updated option pricing once it becomes available if there are any changes.

Richard Bean

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Woody Anderson Ford
- City of Huntsville current taxpayer identification number (if available): 63-0367773 (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership ***(check appropriate box)***	**Entity I. D. Number & Applicable State**
❑ Individual or Sole Proprietorship	**Not Applicable**
❑ General Partnership	**Not Applicable**
❑ Limited Partnership (LP)	Number & State:
❑ Limited Liability Partnership (LLP)	Number & State:
❑ Limited Liability Company (LLC) (Single Member)	Number & State:
❑ LLC (Multi-Member)	Number & State:
❑ Corporation	Number & State:
☒ Other, please explain: "S" Corporation	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: Richard Bean Title (if applicable): Commercial Sales

Type or legibly write name: Richard Bean Date: 03/29/2022

Alabama Secretary of State

Woody Anderson Ford	
Entity ID Number	001 - 080
Entity Type	Domestic Corporation
Principal Address	MADISON, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	02/18/1957
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Nature of Business	OPERATE AUTO SALES AGENCY
Capital Authorized	$20,000
Capital Paid In	$20,000
Incorporators	
Incorporator Name	ANDERSON, C W
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	JONES, DONALD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GUTHRIE, THOMAS H
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided

Woody Anderson Ford	
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	08/12/1966
Legal Name Changed From	Woody Anderson Motor Company, Inc.
Transaction Date	12/31/1987
Legal Name Merged	Woody Anderson Companies, Inc.
Transaction Date	12/30/1999
Miscellaneous Filing Entry	CANCELLATION OF SHARES
Transaction Date	06/09/2008
Principal Office Changed From	HUNTSVILLE, AL
Transaction Date	06/09/2008
Registered Agent Changed From	* Added
Transaction Date	11/30/2017
Agent Mailing Address Changed From	* Added
Transaction Date	11/30/2017
Registered Agent Changed From	NEWMAN, DEBBIE 9035 MADISON BLVD MADISON, AL 35758
Scanned Documents	
Document Date / Type / Pages	12/31/1987 Merger 31 pgs.
Document Date / Type / Pages	12/30/1999 Miscellaneous Entry 3 pgs.

Woody Anderson Ford	
Document Date / Type / Pages	06/09/2008 Registered Agent Change 1 pg.
Document Date / Type / Pages	11/30/2017 Registered Agent Change 2 pgs.

Browse Results | New Search

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Woody Anderson Ford

Doing-Business-As Name of Proposer:

Principal Office Address:

2500 Jordan Lane NW

Huntsville, AL 35816

Telephone Number: 256-517-1257

Fax Number: 256-517-1234

Form of Business Entity [check one ("X")]

Corporation	___
Partnership	___
Individual	___
Joint Venture	___
Other (describe):	X "S" Corporation

Corporation Statement

If a corporation, answer the following:

Date of incorporation: / 09/26/2008
Location of incorporation: Huntsville, AL
The corporation is held: Publicly ___ Privately X

Names and titles of corporate officers:

Cathleen O. Anderson-Stender: Owner/Dealer Prinicipal

Robert White: General Manager

Partnership Statement

If a partnership, answer the following:

Date of organization: N/A
Location of organization: _____
The partnership is: General ___ Limited ___

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

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: N/A
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

_____

_____

_____

_____

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee — Yes _____ No X
If "Yes," Department _____

Member of Household City Employee — Yes _____ No X
If "Yes," Name (s) _____

Anyone associated with your company a City Employee — Yes _____ No X
If "Yes," Name (s) _____

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

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

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

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

4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

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

Richard Bean
Signature of Proposer

Richard Bean
Print or Type Name of Proposer

03/29/2022
Date

Woody Anderson Ford
Legal Name of Firm

2500 Jordan Lane NW
Mailing Address

Huntsville AL 35816
City State Zip Code

256-517-1257 256-517-1234
Phone Fax

rbean@woodyandersonford.com
Email Address

www.woodyandersonford.com
Website Address

E-Verify

Company ID Number: 502897

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	woody anderson ford
Company Facility Address	2500 jordan lane huntsville, AL 35816
Company Alternate Address	p o box 11400 huntsville, AL 35814
County or Parish	MADISON
Employer Identification Number	630367773
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

E-Verify

Company ID Number: 502897

Approved by:

Employer woody anderson ford	
Name (Please Type or Print) joe steelman	Title
Signature Electronically Signed	Date 02/10/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/10/2012

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 3/29/22
FROM: John Lang **DEPT:** General Services
BID #: 47-2022-74-2 **COMMODITY/SERVICE:** Security Camera & CCTV Services a

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND State Systems, Inc.

RECOMMENDATION: The General Services Department recommends State Systems, Inc. for the Security Camera & CCTV Services Bid.

DESCRIPTION	PRICE	UOM	COMMENT
Technician	75	/hour	
Helper	50	/hour	

INITIAL PURCHASE: TBD
FUNDING SOURCE: 1000-14-14300-513010-0000000
TERM OF CONTRACT:

- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

APPROVALS:

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

John Lang Digitally signed by John Lang Date: 2022.03.29 15:43:43 -05'00'
Department Head — Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.03.30 09:21:51 -05'00'
Procurement Manager — 3/30/2022 Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Tommy Battle
Mayor
City of Huntsville, Alabama
Finance Department
Procurement Services Division

Invitation For Bids
Security Cameras & CCTV Services & Repairs

Invitation for Bid #:	47-2022-74-2
Issue Date:	March 9, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a certificate of insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	March 22, 2022 @ 2:00 PM All questions must be submitted in writing to carrie.power@huntsvilleal.gov
IFB Closing Date:	March 29, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power carrie.power@huntsvilleal.gov (256) 564-8060 (256) 427-5059 fax
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Security Cameras & CCTV Services & Repairs 2022

APPENDIX D
DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	A. NOTICE TO BIDDERS		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	✓	
	B. LAW AND REGULATIONS		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	✓	
	C. LICENSES, APPROVALS, PERMITS, ETC.		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement. This shall include AESBL CCTV licensure.	✓	
	D. SCOPE OF SERVICES		
4.	The contract shall be a fixed labor rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	✓	
5.	The successful bidder will be required to perform maintenance, preventative maintenance and repairs to Security Cameras and CCTV Systems. There are approximately 47 DVR's and 400 Cameras at 42 locations around the City.	✓	
	E. CONTRACTOR REQUIREMENTS		
6.	Bidders have five (5) years of experience in Security Cameras and CCTV Services and Repairs and possess all tools of the trade.	✓	
7.	At least three (3) qualified service technicians on staff with at least five (5) years combined experience in Security Cameras and CCTV Systems.	✓	
8.	Service facility must be located within 30 miles of the City of Huntsville Municipal Building (308 Fountain Circle; Huntsville, AL 35801)	✓	
	F. RESPONSIBILITY OF THE CONTRACTOR		
9.	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner. Any estimate of $50,000 or more shall not be authorized under this contract.	✓	
10.	A purchase order will be issued based upon the estimate which will also serve as the contractor's authorization to proceed. No work shall be performed without a purchase order from the General Services Department.	✓	
11.	At the completion of work, an invoice must be submitted for the actual cost and itemized in accordance with the contract for each labor category. Up to three (3) skilled technicians will be allowable on repair projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate.	✓	
12.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
13.	The contractor must provide competent workmen and supervision.	✓	
14.	Take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The contractor is responsible for any injury to himself, his employees, or others as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	✓	
15.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	✓	
	G. BACKGROUND CHECKS		
16.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	✓	
	H. OSHA & LOCK OUT TAG OUT		
17.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	✓	
	I. ADDITIONAL VENDOR REQUIREMENTS		
18.	**Check-In/Check-Out** At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	✓	
19.	The Contractor will be responsible for providing their lead personnel with cellular or digital portable telephones whereby they can be contacted and can contact the requesting department at all times.	✓	
20.	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	✓	
	J. REPAIR STATUS, WHEN A DELAY		
21.	Notify the requesting department whether project has been completed or if job site is abandoned to pick up or order materials to complete project and estimated time frame to return to job.	✓	
22.	In the event the Contractor must leave the site to purchase parts for the completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to the job site for the completion of the project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	✓	
	K. EXECUTION OF WORK		
23.	When possible and practical, division personnel will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	is performed. The estimate must itemize anticipated technician hours. It is required that one (1) technician but no more than three (3) technicians, per City of Huntsville General Services Representative approval, will respond for a repair or maintenance call. Furthermore, the contractor must obtain approval to having another technician or helper on site to assist in repairs/maintenance. Any project, which is estimated at $50,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	✓	
24.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	✓	
	L. RESPONSE TIME		
25.	The contractor shall have personnel available to provide repair and/or maintenance services on a twenty-four (24) hour a day, seven (7) days a week basis.	✓	
26.	All work shall be started within two (2) hours for emergencies and twenty-four (24) hours for non-emergencies after notification to proceed unless further delay is authorized by General Services. All such work shall be completed in accordance with the compilation schedule submitted as part of the written estimate.	✓	
27.	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	✓	
	M. INSPECTION AND ACCEPTANCE		
28.	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of General Services. General Services Management will approve a record of time and materials used for the job as maintained by the contactor, and state on the invoice that they inspected and accepted the work performed.	✓	
	N. CALL BACK SERVICES		
29.	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within two (2) hours of notification for emergencies and four (4) hours for non-emergencies unless further delay is authorized.	✓	
	O. ALLOWANCE OF IN-HOUSE WORK		
30.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	✓	
	P. MATERIALS & EQUIPMENT		
31.	The City of Huntsville reserves the right to purchase and provide parts for installation.	✓	
32.	New or added materials or equipment installed shall be invoiced at the Contractor's actual cost to include any and all discounts offered by their supplier. The Contractor must furnish all labor, tools, materials, equipment and subcontractor work required to provide all required services as outlined in this IFB. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or equipment. The successful bidder shall furnish materials unless otherwise directed by the City of Huntsville. Such materials, equipment rental and subcontractor work shall be itemized and billed at the bidder's actual cost plus ten percent (10%).	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	✓	
33.	If during the term of the contract and extension(s) thereto, regulations are passed which require the contractor to purchase or obtain equipment that is necessary for compliance of those regulations in relation to the trade, the contractor shall obtain the required equipment at no liability to the City.	✓	
34.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	✓	
	Q. SUMMARY REPORT		
35.	Using the Summary Report "Attachment B", contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	✓	
	R. INVOICING		
36.	The contractor will invoice the City on a job-by-job/project basis to include a copy of the Summary report. The contractor's invoice shall contain a complete account of all activity for that job/project, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or nonstock items as specified in the resulting contract. All freight charges must be approved by the City in advance. All items that come from stock must be approved along with the price. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly).	✓	
37.	Original invoices shall be submitted at the completion of each job with the following information: City of Huntsville Finance Department – Accounts Payable Division P.O. Box 308 Huntsville, AL 35804 accountspayable@huntsvilleal.gov 1. Name and address of Contractor 2 .Invoice date 3. Invoice # 4. Bid Number 5. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 6. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 7. A job summary Report, "Attachment B"	✓	
38.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	✓	
	S. LABOR CHARGES		
39.	The City does not pay overtime or holiday pay.	✓	
40.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	✓	
	T. TRAVEL TIME		
41.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	U. HOUR ROUNDING		
42.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	✓	
	V. EXCESS PROJECT AMOUNT		
43.	When practical, a Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the contractor must obtain approval from the requesting department prior to beginning work. Any project which is estimated to exceed $50,000.00 in cost will be subject to a separate competitive bid. No project shall be split in order to avoid this limitation.	✓	
	W. FAILURE FORM		
44.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". A sample document of the "Vendor Complaint Form" is shown as "Attachment A" herein. The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	✓	
45.	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification	✓	
	X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS		
46.	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	✓	
	Y. TERMINATION FOR DEFAULT		
47.	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	✓	
	Z. TERMINATION FOR CAUSE OR CONVENIENCE		
48.	If the City of Huntsville elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	✓	
49.	The chosen bidder shall be required to give the City of Huntsville 60 days' notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	✓	
	AA. 24 HOUR CONTACT		
50.	Provide 3 contact names listing each 24-hour phone numbers.	✓	
51.	Contact #1: After Hours Call Line Name: Phone Number(s): 256 518 9000	✓	
52.	Contact #2: After Hours Call Line Name: Phone Number(s): 256 518 9000	✓	
53.	Contact #3: After Hours Call Line Name: Phone Number(s): 256 518 9000	✓	
	BB. REFERENCES		
54.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.		
55.	Company Name: First Bible Church Contact Name: Ronna Howell Address: 3202 Spring Ave, Decatur, AL Phone Number: 256. 353. 2711		

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	E-mail Address: ronne @ fbe.org		
56.	Company Name: Cook Museum Contact Name: Ben Johnson Address: 407 11th St. Decatur, AL Phone Number: 256 · 616 · 1814 E-mail Address: BJohnson@cookmuseum.org		
57.	Company Name: Huntsville City [redacted] Contact Name: John Jones Address: 615 Washington St, HSV, AL 35801 Phone Number: 256 · 809 · 3658 E-mail Address: John.Jones@huntsvilleal.gov		

APPENDIX F
BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: _____

Description	Hourly Rate	Estimated Quantity	Subtotal
Technician, per hour	$ 75.00	8 HR	$ 600.00
Helper, per hour	$ 50.00	8 HR	$ 400.00
		TOTAL	$ 1000.00

ALL WORK MUST BE APPROVED THRU THE GENERAL SERVICES DEPARTMENT

This Price Bid Form is hereby submitted by the undersigned:

Bradley Bass
Printed legal name of Bidder

Brad Bass - Account Executive
Printed name of individual/corporate officer/general partner/joint venturer AND Title

Signature

3/29/22
Date

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): State Systems Inc.
- City of Huntsville current taxpayer identification number (if available): _____. (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership ***(check appropriate box)***	**Entity I. D. Number & Applicable State**
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: 62-1257409 TN
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: _____ Title (if applicable): Account Executive

Type or legibly write name: Brad Bass Date: 3/24/22

Alabama Secretary of State

State Systems, LLC	
Entity ID Number	000 - 308 - 908
Entity Type	Foreign Limited Liability Company
Principal Address	1861 VANDERHORN DR MEMPHIS, TN 38134
Principal Mailing Address	1861 VANDERHORN DR MEMPHIS, TN 38134
Status	Exists
Place of Formation	Tennessee
Formation Date	01/01/1986
Qualify Date	05/07/2014
Registered Agent Name	CORPORATION SERVICE COMPANY, INC.
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	
Doing Business in AL Since	06/01/2014

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	2015 2020 2021

Transactions

Transaction Date	02/20/2018
Agent Mailing Address Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Transaction Date	02/20/2018
Registered Agent Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Transaction Date	06/10/2019
Principal Mailing Address Changed From	3755 CHERRY ROAD MEMPHIS, TN 38118
Transaction Date	06/10/2019

State Systems, LLC	
Principal Office Changed From	3755 CHERRY ROAD MEMPHIS, TN 38118
Transaction Date Registered Agent Changed From	07/01/2019 INCORP SERVICES INC. 2740 ZELDA ROAD SUITE 5B MONTGOMERY, AL 36106
Transaction Date Agent Mailing Address Changed From	08/18/2020 INCORP SERVICES INC 4142 CARMICHAEL ROAD MONTGOMERY, AL 36106
Transaction Date Miscellaneous Filing Entry	08/18/2020 Agent Change Effective 07-07-2020 17:00
Transaction Date Registered Agent Changed From	08/18/2020 INCORP SERVICES INC 4142 CARMICHAEL ROAD MONTGOMERY, AL 36106
Transaction Date Legal Name Changed From	10/06/2021 State Systems Inc.
Transaction Date Miscellaneous Filing Entry	10/06/2021 CONVERSION FROM F/C FILED
Transaction Date Agent Mailing Address Changed From	10/12/2021 INCORP SERVICES INC 4037 US 231 STE A WETUMPKA, AL 36093
Transaction Date Registered Agent Changed From	10/12/2021 INCORP SERVICES INC 4037 US 231 STE A WETUMPKA, AL 36093

Scanned Documents	
Document Date / Type / Pages	05/07/2014 Certificate of Formation 6 pgs.
Document Date / Type / Pages	02/20/2018 Registered Agent Change 2 pgs.
Document Date / Type / Pages	06/10/2019 Articles of Amendment 2 pgs.
Document Date / Type / Pages	07/01/2019 Registered Agent Change 2 pgs.
Document Date / Type / Pages	08/18/2020 Registered Agent Change 2 pgs.
Document Date / Type / Pages	10/06/2021 Conversion 3 pgs.
Document Date / Type / Pages	10/12/2021 Registered Agent Change 2 pgs.

Browse Results New Search

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

State Systems, Inc.

Doing-Business-As Name of Proposer:

Principal Office Address:

1861 Vanderhorn Dr.
Memphis, TN 38134

Telephone Number: 901.542.6012

Fax Number:

Form of Business Entity [check one ("X"]

Corporation	X
Partnership	
Individual	
Joint Venture	
Other (describe):	

Corporation Statement

If a corporation, answer the following:

Date of incorporation: January 1, 1986
Location of incorporation: Memphis, TN
The corporation is held: Publicly ___ Privately X

Names and titles of corporate officers:

Robert G. McBride - President and GM

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

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

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

_____

_____

_____

_____

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes _____ No __X__
If "Yes," Department _____

Member of Household City Employee Yes _____ No __X__
If "Yes," Name (s) _____

Anyone associated with your company a City Employee Yes _____ No __X__
If "Yes," Name (s) _____

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

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

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

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

4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

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

Signature of Proposer

Brad Buss
Print or Type Name of Proposer

3/24/22
Date

State Systems, Inc
Legal Name of Firm

3215 6th Ave SW
Mailing Address

Huntsville AL 35805
City State Zip Code

256 518 9000 256 518 9001
Phone Fax

bbuss@statesystemsinc.com
Email Address

www.statesystemsinc.com
Website Address

THE E-VERIFY

MEMORANDUM OF UNDERSTANDING

FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the State Systems, Inc (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

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

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: https://e-verify.uscis.gov/emp. You may access E-Verify directly free of charge via the E-Verify browser.

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

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of theE-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web ServicesE-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo

requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

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

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

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

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

   A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the

Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

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

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

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

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

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

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

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by

this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with theE-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
    A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
    B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will createE-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

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

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

    A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

    B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

    Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

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

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

21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not

be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

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

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
    A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
    C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
    E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
        i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
        ii. The employee's work authorization has not expired, and

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

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

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

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

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

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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

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

D. RESPONSIBILITIES OF SSA

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

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

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

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

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

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

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

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

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

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

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

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
   A. Scanning and uploading the document, or
   B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web ServicesE-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
    A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
    B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. State Systems, Inc (Employer) hereby designates and appoints LINDSAY Stewart (E- Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent Data Facts	
Name (Please Type or Print) LINDSAY Stewart	Title
Signature Electronically Signed	Date September 15, 2020
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	State Systems, Inc
Company Facility Address	3755 Cherry Road Memphis, TN 38118
Company Alternate Address	
County or Parish	Shelby
Employer Identification Number	62-1257409
North American Industry Classification Systems Code	Repair And Maintenance (811)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	0

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

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

Name	Evelyn Miles
Phone Number	(901) 531-6573
Fax Number	
Email Address	evelyn@statesystemsinc.com

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services
FROM: John Lang
DATE: 3/29/22
BID #: 46-2022-74-2
DEPT: General Services
COMMODITY/SERVICE: Honeywell HVAC & Access Control

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Jake Marshall Service, Inc.

RECOMMENDATION: The General Services Department recommends Jake Marshall Service, Inc. for the Honeywell HVAC & Access Control Services and Repairs bid.

DESCRIPTION	PRICE	UOM	COMMENT
Technician	$94	/hour	
Helper	$54	/hour	
Design Engineer	$69	/hour	
Drafting/Graphics Design	$64	/hour	

INITIAL PURCHASE: TBD
FUNDING SOURCE: 1000-14-14300-513010-0000000
TERM OF CONTRACT:

- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

APPROVALS:

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

John Lang Digitally signed by John Lang Date: 2022.03.29 16:22:31 -05'00'
Department Head — Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.03.30 09:18:23 -05'00'
Procurement Manager — Date: 3/30/2022

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Tommy Battle
Mayor
City of Huntsville, Alabama
Finance Department
Procurement Services Division

Invitation For Bids
Honeywell HVAC & Access Control Services and Repairs

Invitation for Bid #:	46-2022-74-2
Issue Date:	March 3, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	March 17, 2022 @ 2:00 PM All questions must be submitted in writing to carrie.power@huntsvilleal.gov
IFB Closing Date:	March 24, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power carrie.power@huntsvilleal.gov (256) 564-8060 (256) 427-5059 fax
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Honeywell HVAC & Access Control Services & Repairs 2022

APPENDIX D
DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	A. NOTICE TO BIDDERS		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	X	
	B. LAW AND REGULATIONS		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	X	
	C. LICENSES, APPROVALS, PERMITS, ETC.		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement. This shall include AESBL for Electronic Access.	X	
	D. SCOPE OF SERVICES		
4.	The contract shall be a fixed labor rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	X	
5.	The successful bidder will be required to perform new installs, maintenance, preventative maintenance and repairs to Honeywell HVAC and Access Control Systems.	X	
6.	Vendor will be responsible for providing the necessary controls Engineering and Drafting / Graphic Design Services. At times the scope of work may require systems to be engineered – i.e. switching controls systems from previous control system to Honeywell. This may also require drafting and graphic design services for as-built drawings and controls interface design. Also, it may be required for the vendor to add, modify or edit the existing graphical user interface the BAS server and/or controllers. These services will be provided at an hourly unit price as designated on the bid pricing sheet. These services must be approved by the General Services Department.	X	
	E. CONTRACTOR REQUIREMENTS		
6.	Bidders must be Honeywell ACI certified with preferred experience in Alerton and Trane Systems.	X	
7.	At least three (3) qualified service technicians on staff with Honeywell AX/N4 and/or Enterprise Security Certification and experience with Honeywell Care/Symmetre.	X	
8.	Bidders have five (5) years of experience in Honeywell HVAC and Access Controls Services and Repairs and possess all tools of the trade.	X	
9.	At least three (3) qualified service technicians on staff with at least five (5) years combined experience in HVAC & Access Control Systems.	X	
10.	Service facility must be located within 25 miles of the City of Huntsville Municipal Building (308 Fountain Circle; Huntsville, AL 35801)	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	F. RESPONSIBILITY OF THE CONTRACTOR		
11.	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner. Any estimate of $50,000 or more shall not be authorized under this contract.	X	
12.	A purchase order will be issued based upon the estimate which will also serve as the contractor's authorization to proceed. No work shall be performed without a purchase order from the General Services Department.	X	
13.	At the completion of work, an invoice must be submitted for the actual cost and itemized in accordance with the contract for each labor category. Up to three (3) skilled technicians will be allowable on repair projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate.	X	
14.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	X	
15.	The contractor must provide competent workmen and supervision.	X	
16.	Take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The contractor is responsible for any injury to himself, his employees, or others as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	X	
17.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	X	
	G. BACKGROUND CHECKS		
18.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	X	
	H. OSHA & LOCK OUT TAG OUT		
19.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	X	
	I. ADDITIONAL VENDOR REQUIREMENTS		
20.	**Check-In/Check-Out** At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	X	
21.	The Contractor will be responsible for providing their lead personnel with cellular or digital portable telephones whereby they can be contacted and can contact the requesting department at all times.	X	
22.	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	J. REPAIR STATUS, WHEN A DELAY		
23.	Notify the requesting department whether project has been completed or if job site is abandoned to pick up or order materials to complete project and estimated time frame to return to job.	X	
24.	In the event the Contractor must leave the site to purchase parts for the completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to the job site for the completion of the project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	X	
	K. EXECUTION OF WORK		
25.	When possible and practical, division personnel will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated technician hours. It is required that one (1) technician but no more than three (3) technicians, per City of Huntsville General Services Representative approval, will respond for a repair or maintenance call. Furthermore, the contractor must obtain approval to having another technician or helper on site to assist in repairs/maintenance. Any project, which is estimated at $50,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	X	
26.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	X	
	L. RESPONSE TIME		
27.	The contractor shall have personnel available to provide repair and/or maintenance services on a twenty-four (24) hour a day, seven (7) days a week basis.	X	
28.	All work shall be started within one (1) hour for emergencies and twenty-four (24) hours for non-emergencies after notification to proceed unless further delay is authorized by General Services. All such work shall be completed in accordance with the compilation schedule submitted as part of the written estimate.	X	
29.	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	X	
	M. INSPECTION AND ACCEPTANCE		
30.	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of General Services. General Services Management will approve a record of time and materials used for the job as maintained by the contactor, and state on the invoice that they inspected and accepted the work performed.	X	
	N. CALL BACK SERVICES		
31.	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	O. ALLOWANCE OF IN-HOUSE WORK		
32.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	X	
	P. MATERIALS & EQUIPMENT		
33.	The City of Huntsville reserves the right to purchase and provide parts for installation.	X	
34.	New or added materials or equipment installed shall be invoiced at the Contractor's actual cost to include any and all discounts offered by their supplier. The Contractor must furnish all labor, tools, materials, equipment and subcontractor work required to provide all required services as outlined in this IFB. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or equipment. The successful bidder shall furnish materials unless otherwise directed by the City of Huntsville. Such materials, equipment rental and subcontractor work shall be itemized and billed at the bidder's actual cost plus ten percent (10%). A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	X	
35.	If during the term of the contract and extension(s) thereto, regulations are passed which require the contractor to purchase or obtain equipment that is necessary for compliance of those regulations in relation to the trade, the contractor shall obtain the required equipment at no liability to the City.	X	
36.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	X	
	Q. SUMMARY REPORT		
37.	Using the Summary Report "Attachment B", contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	X	
	R. INVOICING		
38.	The contractor will invoice the City on a job-by-job/project basis to include a copy of the Summary report. The contractor's invoice shall contain a complete account of all activity for that job/project, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or nonstock items as specified in the resulting contract. All freight charges must be approved by the City in advance. All items that come from stock must be approved along with the price. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly).	X	
39.	Original invoices shall be submitted at the completion of each job with the following information: City of Huntsville Finance Department-Accounts Payable Division-PO Box 308, Huntsville, AL 35804 accountspayable@huntsvilleal.gov 1. Name and address of Contractor 2 .Invoice date 3. Invoice #	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	4. Bid Number 5. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 6. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 7. A job summary Report, "Attachment B"	X	
40.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	X	
	S. LABOR CHARGES		
41.	The City does not pay overtime or holiday pay.	X	
42.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	X	
	T. TRAVEL TIME		
43.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	
	U. HOUR ROUNDING		
44.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	V. EXCESS PROJECT AMOUNT		
45.	When practical, a Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the contractor must obtain approval from the requesting department prior to beginning work. Any project which is estimated to exceed $50,000.00 in cost will be subject to a separate competitive bid. No project shall be split in order to avoid this limitation.	X	
	W. FAILURE FORM		
46.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". A sample document of the "Vendor Complaint Form" is shown as "Attachment A" herein. The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	X	
47.	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification	X	
	X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS		
48.	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	X	
	Y. TERMINATION FOR DEFAULT		
49.	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	X	
	Z. TERMINATION FOR CAUSE OR CONVENIENCE		
50.	If the City of Huntsville elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	X	
51.	The chosen bidder shall be required to give the City of Huntsville 60 days' notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	X	
	AA. 24 HOUR CONTACT		
52.	Provide 3 contact names listing each 24-hour phone numbers.	X	
53.	Contact #1:	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Name: Dillon Bratton Phone Number(s): 256-424-2391	X	
54.	Contact #2: Name: Keiffer Burch Phone Number(s): 256-758-9494	X	
55.	Contact #3: Name: Jim Bratton Phone Number(s): 205-329-4877	X	
	BB. REFERENCES		
56.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.	X	
57.	Company Name: HPPG Honda Contact Name: Bobby Clark Address: 550 Honda Parkway Tallapoosa, GA. 30176 Phone Number: 470-216-9225 E-mail Address: bobby_clark@hpg.honda.com	X	
58.	Company Name: Center Building Management, LLC Contact Name: James McConnell Address: 201 12th Av N Birmingham, Al. 35234 Phone Number: 205-440-4441 E-mail Address: james@flhcompany.com	X	
59.	Company Name: Cullman County Board of Education Contact Name: Ricky Smith Address: 402 Arnold St. NE Cullman, Al. 35055 Phone Number: 256-708-1340 E-mail Address: rsmith@ccboe.org	X	

APPENDIX F
BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: #1

Description	Hourly Rate	Estimated Quantity	Subtotal
Technician, per hour	$ 94.00	8 HR	$ 752.00
Helper, per hour	$ 54.00	8 HR	$ 432.00
Design Engineering	$ 69.00	8 HR	$ 552.00
Drafting/Graphics Design	$ 64.00	8 HR	$ 512.00
		TOTAL	$ 2,248.00

ALL WORK MUST BE APPROVED THRU THE GENERAL SERVICES DEPARTMENT

This Price Bid Form is hereby submitted by the undersigned:

Jake Marshall Service, Inc.
Printed legal name of Bidder

Jim Bratton N Al. GM
Printed name of individual/corporate officer/general partner/joint venturer AND Title

Signature

3-24-2022
Date

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Jake Marshall Service, Inc.
- City of Huntsville current taxpayer identification number (if available): 29905
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (*check appropriate box*)	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: 621212159 Tennessee
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity, please insert your title as well.

Signature: _____ Title (if applicable): N Al GM

Type or legibly write name: Jim Bratton Date: 3-24-2022

Alabama Secretary of State

Jake Marshall Service, Inc.	
Entity ID Number	000 - 127 - 753
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Montgomery County
Formation Date	12/06/1988
Registered Agent Name	WALLACE, HARVEY
Registered Office Street Address	237 OXMOOR CIRCLE SUITE 106 BIRMINGHAM, AL 35209
Registered Office Mailing Address	237 OXMOOR CIRCLE SUITE 106 BIRMINGHAM, AL 35209
Nature of Business	---
Capital Authorized	2,000 NPV
Capital Paid In	---
Incorporators	
Incorporator Name	MARSHALL, MARIE M
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	POLLARD, RICHARD L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DANIEL, DANNY K
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1989 1990 1991 1992 1993 1994 1995 1997 1998 1999 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020
Scanned Documents	
Document Date / Type / Pages	12/06/1988 Certificate of Formation 6 pgs.

Jake Marshall Service, Inc.

Browse Results New Search

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Jake Marshall Service, Inc.

Doing-Business-As Name of Proposer:

Jake Marshall Service, Inc.

Principal Office Address:

8213 Stephanie Dr. SW

Huntsville, Al. 35802

Telephone Number: 205-329-4877

Fax Number: 423-266-7200

Form of Business Entity [check one ("X"]

Corporation	X
Partnership	
Individual	
Joint Venture	
Other (describe):	

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 9-6-1984

Location of incorporation: Tennessee

The corporation is held: Publicly ___ Privately X

Names and titles of corporate officers:

Danny K. Daniel / Owner/President

Keith Trundle / Ga. VP GM

Jim Bratton / Al. VP GM

Partnership Statement

If a partnership, answer the following:

Date of organization: N/A
Location of organization: _____
The partnership is: General ___ Limited ___

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

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: N/A
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

_____

_____

_____

_____

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes _____ No X
If "Yes," Department _____

Member of Household City Employee Yes _____ No X
If "Yes," Name (s) _____

Anyone associated with your company a City Employee Yes _____ No X
If "Yes," Name (s) _____

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

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

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

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

4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

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

Signature of Proposer

Jim Bratton

Print or Type Name of Proposer

3-24-2022

Date

Jake Marshall Service, Inc.

Legal Name of Firm

PO Box 4324

Mailing Address

Chattanooga, TN. 37405

City State Zip Code

256-512-5900 423-266-2700

Phone Fax

jbratton@jmservice.com

Email Address

jmservice.com

Website Address

E-Verify

Company ID Number: 494985

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **JAKE MARSHALL SERVICE, INC.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

Company ID Number: 494985

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

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

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

C. RESPONSIBILITIES OF THE EMPLOYER

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

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

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

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

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

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

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

Company ID Number: 494985

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

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

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

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

Company ID Number: 494985

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 494985

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 494985

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify

Company ID Number: 494985

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

Employer **JAKE MARSHALL SERVICE, INC.**	
PENNY GAMBLE	
Name (Please Type or Print)	Title
Electronically Signed	01/25/2012
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	01/25/2012
Signature	Date
	3-24-23

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	JAKE MARSHALL SERVICE, INC.
Company Facility Address:	611 WEST MANNING ST.
	CHATTANOOGA, TN 37405
Company Alternate Address:	P.O. BOX 4324
	CHATTANOOGA, TN 37405
County or Parish:	HAMILTON
Employer Identification Number:	621212159

Company ID Number: 494985

North American Industry Classification Systems Code:	811
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1

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

- TENNESSEE 1 site(s)

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

Name:	**Penny G Gamble**		
Telephone Number:	**(423) 266 - 7200 ext. 104**	Fax Number:	**(423) 267 - 8539**
E-mail Address:	**pgamble@jmservice.com**		
Name:	**PENNY G GAMBLE**		
Telephone Number:	**(423) 266 - 7200 ext. 104**	Fax Number:	**(423) 267 - 8539**
E-mail Address:	**pgamble@jmservice.com**		
Name:	**Kevin D Pyburn**		
Telephone Number:	**(423) 266 - 7200 ext. 141**	Fax Number:	**(423) 267 - 8539**
E-mail Address:	**kpyburn@jmservice.com**		

E-Verify

Employment Eligibility Verification

Welcome Penny Gamble | User ID PGAM7295 | Last Login 08:08 AM - 04/25/2012 | Log Out

Click any ? for help

Home
My Cases
New Case
View Cases
Search Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Contact Us

Company Information

Company Name:	JAKE MARSHALL SERVICE, INC.	View / Edit
Company ID Number:	494985	
Doing Business As (DBA) Name:		
DUNS Number:	173442633	

Physical Location:

Address 1:	611 WEST MANNING ST.
Address 2:	
City:	CHATTANOOGA
State:	TN
Zip Code:	37405
County:	HAMILTON

Mailing Address:

Address 1:	P.O. BOX 4324
Address 2:	
City:	CHATTANOOGA
State:	TN
Zip Code:	37405

Additional Information:

Employer Identification Number:	621212159
Total Number of Employees:	20 to 99
Parent Organization:	
Administrator:	

Organization Designation:

Employer Category:	Federal Contractor with FAR E-Verify Clause
Federal Contractor Category:	State or Local Government
Employees being verified:	Entire workforce (all new hires and all existing employees throughout the entire company)

NAICS Code:	811 - REPAIR AND MAINTENANCE	View / Edit
Total Hiring Sites:	1	View / Edit
Total Points of Contact:	3	View / Edit

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services
FROM: John Lang
BID #: 43-2022-74-2
DATE: 3/22/22
DEPT: General Services
COMMODITY/SERVICE: Propane Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Suburban Propane LP

RECOMMENDATION: The General Services Dept. recommends Suburban Propane for the Propane Services Bid.

DESCRIPTION	PRICE	UOM	COMMENT
Price Per Gallon Above Base Price	$0.42	/Gal	

INITIAL PURCHASE: TBD
FUNDING SOURCE: 1000-14-14100-515700-0000000
TERM OF CONTRACT:

- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

APPROVALS:

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

John Lang Digitally signed by John Lang Date: 2022.03.22 14:25:22 -05'00'
Department Head — Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.03.23 09:31:40 -05'00'
Procurement Manager — Date: 3/23/2022

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Tommy Battle
Mayor
City of Huntsville, Alabama
Finance Department
Procurement Services Division

Invitation For Bids
Propane Services

Invitation for Bid #:	43-2022-74-2
Issue Date:	March 2, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a certificate of insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	March 15, 2022 @ 2:00 PM All questions must be submitted in writing to carrie.power@huntsvilleal.gov
IFB Closing Date:	March 22, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power carrie.power@huntsvilleal.gov (256) 564-8060 (256) 427-5059 fax
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Propane Services 2022

APPENDIX D
DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	A. NOTICE TO BIDDERS		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	✓	
	B. LAW AND REGULATIONS		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	✓	
	C. LICENSES, APPROVALS, PERMITS, ETC.		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	✓	
	D. SCOPE OF SERVICES		
4.	The contract shall be a fixed labor rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	✓	
5.	Prices will be based on a dollar margin over the Hattiesburg Posting in the BPN's Weekly Propane Newsletter. Prices will be confirmed by vendor e-mailing a copy of this publication weekly to the designated City of Huntsville department listed in Appendix F. This will be provided to Procurement Services when paying invoices for verification.	✓	
6.	No invoices will be paid until the correct copy of the BPN's Weekly Propane Newsletter is received.	✓	
7.	Propane tanks are to be monitored on a monthly so that no tank will become empty. Successful bidder must coordinate this with the General Services representative.	✓	
8.	Contractor will perform tank inspections and certifications as required.		
	E. CONTRACTOR REQUIREMENTS		
9.	Bidders have three years of experience in Propane Services and possess all tools of the trade.	✓	
	F. RESPONSIBILITY OF THE CONTRACTOR		
10.	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner. Any estimate of $50,000 or more shall not be authorized under this contract.	✓	
11.	A purchase order will be issued based upon the estimate which will also serve as the contractor's authorization to proceed. No work shall be performed without a purchase order from the General Services Department.	✓	
12.	At the completion of work, an invoice must be submitted for the actual cost and itemized in accordance with the contract for each labor category. Only (1) skilled laborer will be allowable on repair projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate.	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
13.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	✓	
14.	The contractor must provide competent workmen and supervision.		
15.	Take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The contractor is responsible for any injury to himself, his employees, or others as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	✓	
16.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	✓	
	G. BACKGROUND CHECKS		
17.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	✓	
	H. OSHA & LOCK OUT TAG OUT		
18.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	✓	
	I. ADDITIONAL VENDOR REQUIREMENTS		
19.	**Check-In/Check-Out** At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	✓	
20.	The Contractor will be responsible for providing their lead personnel with cellular or digital portable telephones whereby they can be contacted and can contact the requesting department at all times.	✓	
21.	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times. NO BADGES	✓	
	J. REPAIR STATUS, WHEN A DELAY		
22.	Notify the requesting department whether project has been completed or if job site is abandoned to pick up or order materials to complete project and estimated time frame to return to job.	✓	
23.	In the event the Contractor must leave the site to purchase parts for the completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to the job site for the completion of the project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	K. EXECUTION OF WORK		
24.	When possible and practical, division personnel will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated technician hours. It is required that only one (1) technician will respond for a repair or maintenance call. Furthermore, the contractor must obtain approval to having another technician or helper on site to assist in repairs/maintenance. Any project, which is estimated at $50,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	✓	
25.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	✓	
26.	Multiple City of Huntsville Departments use portable propane tanks. Successful bidder must operate Monday-Friday, 8:00 a.m.-5:00 p.m. for available refills. The City of Huntsville will bring these tanks to bidder site for refill.		✓
	L. RESPONSE TIME		
27.	The contractor shall have personnel available to provide repair and/or maintenance services on a twenty-four (24) hour a day, seven (7) days a week basis.	✓	
28.	All work shall be started within one (1) hour for emergencies and twenty-four (24) hours for non-emergencies after notification to proceed unless further delay is authorized by General Services. All such work shall be completed in accordance with the compilation schedule submitted as part of the written estimate.	✓	
29.	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) day notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	✓	
	M. INSPECTION AND ACCEPTANCE		
30.	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of General Services. General Services Management will approve a record of time and materials used for the job as maintained by the contactor, and state on the invoice that they inspected and accepted the work performed.	✓	
	N. CALL BACK SERVICES		
31.	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized.	✓	
	O. ALLOWANCE OF IN-HOUSE WORK		
32.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	✓	
	P. MATERIALS & EQUIPMENT		
33.	New or added materials or equipment installed shall be invoiced at the Contractor's actual cost to include any and all discounts offered by their supplier. The Contractor must furnish all labor, tools, materials, equipment and subcontractor work required to provide all required services as outlined in this IFB. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or equipment. The successful bidder shall furnish materials unless otherwise directed by the City of Huntsville.	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Such materials, equipment rental and subcontractor work shall be itemized and billed at the bidder's actual cost-plus ten percent (10%). A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	✓	
34.	If during the term of the contract and extension(s) thereto, regulations are passed which require the contractor to purchase or obtain equipment that is necessary for compliance of those regulations in relation to the trade, the contractor shall obtain the required equipment at no liability to the City.	✓	
35.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	✓	
	Q. SUMMARY REPORT		
36.	Using the Summary Report "Attachment B", contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	✓	
	R. INVOICING		
37.	The contractor will invoice the City on a job-by-job/project basis to include a copy of the Summary report. The contractor's invoice shall contain a complete account of all activity for that job/project, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or nonstock items as specified in the resulting contract. All freight charges must be approved by the City in advance. All items that come from stock must be approved along with the price. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly).	✓	
38.	Original invoices shall be submitted at the completion of each job with the following information: City of Huntsville Finance Department – Accounts Payable Division – PO Box 308 – Huntsville, AL 35804 accountspayable@huntsvilleal.gov 1. Name and address of Contractor 2 .Invoice date 3. Invoice # 4. Bid Number 5. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 6. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 7. A job summary Report, "Attachment B"	✓	
39.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	✓	
	S. LABOR CHARGES		
40.	The City does not pay overtime or holiday pay.	✓	
41.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	T. TRAVEL TIME		
42.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	✓	
	U. HOUR ROUNDING		
43.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	✓	
	V. EXCESS PROJECT AMOUNT		
44.	When practical, a Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the contractor must obtain approval from the requesting department prior to beginning work. Any project which is estimated to exceed $50,000.00 in cost will be subject to a separate competitive bid. No project shall be split in order to avoid this limitation.	✓	
	W. FAILURE FORM		
45.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". A sample document of the "Vendor Complaint Form" is shown as "Attachment A" herein. The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	✓	
46.	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification	✓	
	X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS		
47.	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	✓	
	Y. TERMINATION FOR DEFAULT		
48.	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	✓	
	Z. TERMINATION FOR CAUSE OR CONVENIENCE		
49.	If the City of Huntsville elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	✓	
50.	The chosen bidder shall be required to give the City of Huntsville 60 days' notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	✓	
	AA. 24 HOUR CONTACT		
51.	Provide 3 contact names listing each 24-hour phone numbers.		
52.	Contact #1: Name: SHANNON TURRENTINE Phone Number(s): (256) 616-6804	✓	
53.	Contact #2: Name: DAKOTA GANT Phone Number(s): (215) 983-8953	✓	
54.	Contact #3: Name: TAMMY HIBBS Phone Number(s): (256) 819-9252	✓	
	BB. REFERENCES		
55.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.		
56.	Company Name: HAD CITY BID FOR SEVERAL YEARS		

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Contact Name: Address: Phone Number: E-mail Address:		
57.	Company Name: Contact Name: Address: Phone Number: E-mail Address:		
58.	Company Name: Contact Name: Address: Phone Number: E-mail Address:		

APPENDIX E

LOCATION OF WORK/DESCRIPTION
These Locations Must Be Billed To:
Water Pollution Control **Attn: Kerri Parris** **1800 Vermont Road** **Huntsville, AL 35802** Kerri.bevilacqua@huntsvilleal.gov **256-883-3722 (P)** **256-883-3682 (F)**
Water Pollution Control 1800 Vermont Road Huntsville, AL 35802 Three (3) 10,000 Gallon Tanks (City Owned)
Water Pollution 1008 Monte Sano Blvd. Huntsville, AL One (1) 350 Gallon Tank (City Owned)
These Locations Must Be Billed To:
General Services **Attn: Peggy Smith** **615 Washington Street** **Huntsville, AL 35801** Peggy.smith@huntsvilleal.gov **256-427-5347 (P)** **256-427-5671 (F)**
Fire Station # 4 911 Monte Sano Blvd. Huntsville, AL Two (2) 500 Gallon Tanks (City Owned)
Fire Station # 13 13013 S. Shawdee Road SE Huntsville, AL 35803 One (1) 250 Gallon Tank Two (2) 500 Gallon Tanks (City Owned)
Fire Station # 17 295 Old Highway 431 Huntsville, AL One (1) 1000 Gallon Tank (City Owned)

Maple Hill Cemetery 203 Maple Hill Huntsville, AL Maintenance Building One (1) 500 Gallon Tank (City Owned)
Portable On-Site Tank Refill N/A
Delivery Schedule MON - FRI 7AM - 5PM
24 Hour Emergency Telephone Number(s) 1 800 776-7263

APPENDIX F
BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: [signature]

Description	Hourly Rate	Estimated Quantity	Subtotal
Pricing Part A			
Technician, per hour	$ NO CHARGE	8 HR	$
Helper, per hour	$ NO CHARGE	8 HR	$
Pricing Part B			
Base price equals the price per gallon listed in the Hattiesburg BPN Weekly Propane Newsletter			
	Price Per Gallon		
Price per gallon above base price	$ .42	N/A	$
		TOTAL	**$**

ALL WORK MUST BE APPROVED THRU THE GENERAL SERVICES DEPARTMENT

This Price Bid Form is hereby submitted by the undersigned:

SUBURBAN PROPANE, L.P.
Printed legal name of Bidder

KEN WATSON, CSC MANAGER
Printed name of individual/corporate officer/general partner/joint venturer AND Title

[signature]
Signature

3/17/2022
Date

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): SUBURBAN PROPANE, L.P.
- City of Huntsville current taxpayer identification number (if available): 43603
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (*check appropriate box*)	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☒ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☐ Corporation	Number & State:
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: [signature] Title (if applicable): CSC MANAGER

Type or legibly write name: KEN WATSON Date: 3/17/2022

Alabama Secretary of State

Suburban Propane, Limited Partnership	
Entity ID Number	814 - 437
Legal Name in Place of Origin	Suburban Propane, L.P.
Entity Type	Foreign Limited Partnership
Principal Address	240 ROUTE 10 WEST WHIPPANY, NJ 07981-206
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Delaware
Formation Date	12-19-1995
Qualify Date	2-26-1996
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	Not Provided
Nature of Business	TO MANAGE ASSETS TRANSFERRED TO PTSHP BY QUANTUM CHEMICAL CORP
Capital Authorized	
Capital Paid In	

General Partners	
General Partner Name	SUBURBAN ENERGY SERVICES GROUP LLC
General Partner Street Address	240 ROUTE 10 WEST WHIPPANY,, NJ 07981
General Partner Mailing Address	Not Provided

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	2010 2011 2012 2013 2014 2015 2016 2017 2018

Transactions

Transaction Date	2-8-1999
Registered Agent Changed From	

Suburban Propane, Limited Partnership	
	THE CORPORATION COMPANY 60 COMMERCE ST STE 1100 MONTGOMERY, AL 36104
Transaction Date Partner Activity	6-4-1999 *Added SUBURBAN ENERGY SERVICES GROUP LLC
Transaction Date Partner Activity	6-4-1999 *Removed SUBURBAN PROPANE GP INC 99 WOOD AVENUE SOUTH 10TH FL ISELIN
Transaction Date Registered Agent Changed From	3-8-2010 THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY,, AL 36109
Transaction Date Legal Name Merged	5-3-2013 Inergy Propane, LLC
Transaction Date Legal Name Merged	5-3-2013 LIBERTY PROPANE OPERATIONS LLC * Not On File Into Foreign
Transaction Date Miscellaneous Filing Entry	5-3-2013 Merger Effective 04-30-2013
Scanned Documents	
Document Date / Type / Pages	2-26-1996 Certificate of Formation 1 pg.
Document Date / Type / Pages	2-8-1999 Registered Agent Change 1 pg.
Document Date / Type / Pages	6-4-1999 Partner / Member / Shareholder Change 1 pg.
Document Date / Type / Pages	3-8-2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	5-3-2013 Merger 15 pgs.

Browse Results | New Search

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

SUBURBAN PROPANE, L.P.

Doing-Business-As Name of Proposer:

SUBURBAN PROPANE, L.P.

Principal Office Address:

240 ROUTE 10 WEST
WHIPPANY, NJ 07981

Telephone Number: (256) 851-6067

Fax Number: (256) 852-8361

Form of Business Entity [check one ("X")]

Corporation	
Partnership	X
Individual	
Joint Venture	
Other (describe):	

Corporation Statement

If a corporation, answer the following:

Date of incorporation:
Location of incorporation:
The corporation is held: Publicly ___ Privately ___

Names and titles of corporate officers:

Partnership Statement

If a partnership, answer the following:

Date of organization: 1928
Location of organization: _____
The partnership is: General ___ Limited X

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

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

_____

_____

_____

_____

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee — Yes _____ No ✓
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. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

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

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

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

4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

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

KWatson
Signature of Proposer

KEN WATSON
Print or Type Name of Proposer

3/17/2022
Date

SUBURBAN PROPANE L.P.
Legal Name of Firm

240 RT 10 WEST
Mailing Address

WHIPPANY NJ 07981
City State Zip Code

256-851-6067 / 256-852-8361
Phone Fax

kwatson@suburbanpropane.com
Email Address

SUBURBANPROPANE.COM
Website Address

Company ID Number: 71972

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Suburban Propane, L.P. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

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

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

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

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

Company ID Number: 71972

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

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

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any

action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of

employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

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

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

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

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The

Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

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

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

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

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

Company ID Number: 71972

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

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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

Employer Suburban Propane, L.P.

Julie Pellegrino	
Name (Please type or print)	Title
Electronically Signed	**12/06/2007**
Signature	Date

Department of Homeland Security -- Verification Division

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	**12/06/2007**
Signature	Date

Company ID Number: 71972

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: Suburban Propane, L.P.

Company Facility Address: 5793 WideWaters Parkway
Dewitt, NY 13214

Company Alternate Address: P.O. Box 4833
Syracuse, NY 13221

County or Parish: ONONDAGA

Employer Identification Number: 223410352

North American Industry Classification Systems Code: 454

Parent Company: Suburban Propane, L.P.

Number of Employees: 2,500 to 4,999

Number of Sites Verified for: 336

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

• SOUTH CAROLINA	21	site(s)
• MASSACHUSETTS	1	site(s)
• WASHINGTON	7	site(s)
• KENTUCKY	8	site(s)
• VERMONT	10	site(s)
• IDAHO	6	site(s)
• MAINE	3	site(s)
• COLORADO	3	site(s)
• CALIFORNIA	44	site(s)
• TENNESSEE	11	site(s)
• UTAH	2	site(s)
• NEW YORK	55	site(s)
• DELAWARE	2	site(s)
• GEORGIA	9	site(s)
• PENNSYLVANIA	37	site(s)
• NORTH CAROLINA	19	site(s)
• NEW JERSEY	13	site(s)
• MARYLAND	12	site(s)
• NEVADA	7	site(s)
• WEST VIRGINIA	1	site(s)
• OHIO	5	site(s)

Company ID Number: 71972

• ARKANSAS	7	site(s)
• WYOMING	4	site(s)
• FLORIDA	17	site(s)
• RHODE ISLAND	1	site(s)
• OREGON	6	site(s)
• CONNECTICUT	3	site(s)
• VIRGINIA	15	site(s)
• NEW HAMPSHIRE	7	site(s)

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

Name:	Rosanna B Culotti		
Telephone Number:	(315) 385 - 4456	Fax Number:	(315) 385 - 4441
E-mail Address:	rculotti@suburbanpropane.com		
Name:	Julie M Pellegrino		
Telephone Number:	(315) 385 - 4446	Fax Number:	(315) 385 - 4441
E-mail Address:	jpellegrino@suburbanpropane.com		

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 3/29/22
FROM: John Lang **DEPT:** General Services
BID #: 44-2022-74-2 **COMMODITY/SERVICE:** Flags, Flag Supplies & Repair Servic

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Alabama Flag and Banner, Inc.

RECOMMENDATION: The General Services Departmenent recommends Alabama Flag and Banner for the Flags, Flag Supplies & Repair Services Bid. They were the only complete bid that was received.

DESCRIPTION	PRICE	UOM	COMMENT
See Attached Bid Tabulation			

INITIAL PURCHASE: TBD
FUNDING SOURCE: 1000-14-14300-513010-0000000
TERM OF CONTRACT:

- ☐ One Time
- ☑ One Year w/ Additional One Year Extensions as Allowable by State Law
- ☐ One Year
- ☐ Three Months
- ☐ Other (Explain)

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

John Lang Digitally signed by John Lang Date: 2022.03.29 16:09:33 -05'00'
Department Head Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.03.30 09:20:05 -05'00' 3/30/2022
Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Tommy Battle
Mayor
City of Huntsville, Alabama
Finance Department
Procurement Services Division

Invitation For Bids
Flags, Flag Supplies & Repair Services

Invitation for Bid #:	44-2022-74-2
Issue Date:	March 4, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a certificate of insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	March 17 @ 2:00 PM All questions must be submitted in writing to carrie.power@huntsvilleal.gov
IFB Closing Date:	March 24, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power carrie.power@huntsvilleal.gov (256) 564-8060 (256) 427-5059 fax
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Flags, Flag Supplies & Repair Services 2022

APPENDIX D
DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	A. NOTICE TO BIDDERS		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	X	
	B. LAW AND REGULATIONS		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	X	
	C. LICENSES, APPROVALS, PERMITS, ETC.		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	X	
	D. SCOPE OF SERVICES		
4.	The contract shall be a fixed labor rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	X	
	E. FLAG SPECIFICATIONS		
5.	**U.S. FLAG 30' X 60'**	X	
6.	Materials must be polyester.	X	
7.	Applique stars in nylon with zig-zap stitching throughout.	X	
8.	Header stitching consists of 8 rows of lock stitching the entire length of the header.	X	
9.	Twelve (12") inch double and vertical stitching on the stripes.	X	
10.	One and a half (1 ½") inch double stitching on corners, vertical stitching on corners, vertical stitching on 1st and last rows of the entire fly.	X	
11	Utilize a "L" shaped bar tacking on both corners.	X	
12.	Utilize two (2) thicknesses of three (3") inch heavy-duty bright cotton polyester army duck header with a double thickness #10 white nylon rope sewn into the header.	X	
13.	Galvanized thimbles attached using a triple crimped rope sleeve.	X	
14.	Utilize a heavy duty plastic reinforcement sleeve attached at each additional grommet location to stabilize its position to prevent "bunching" of the header.	X	
15.	Apply two (2) ply corner patches sewn into each header corner.	X	
16.	Flags to be 100% American made.	X	
17.	Thirty-five (35) threads per square inch (threads running the length of the fabric) and thirty-one (31) threads per square inch (threads running across the width of the fabric).	X	
18.	Utilize light fastness to protect against UV rays.	X	
19.	Utilize wet fastness to prevent migration and bleeding of dyes.	X	
20.	**U.S FLAGS 5' X 8' AND 8' X 12'**		
21.	Material must be polyester	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
22.	Standard proportions shall be as follows: Hoist (width) of flag (A) 1.0 Fly (length) of flag (B) 1.9 Hoist (width) of Union (C) 0.5385 (7/13) Fly (length) of Union (D) .076 (E) 0.054 (F) 0.054 (G) 0.063 (H) 0.063	X	
23.	Colors of flag shall be as follows: Cable No. 70180 Old Glory Red Cable No. 70001 White Cable No. 70075 Old Glory Blue	X	
24.	Made to U.S. Specifications.	X	
25.	Utilize light fastness to protect against UV rays.	X	
26.	Utilize wet fastness to prevent migration and bleeding of dyes.	X	
27.	**U.S. COTTON CASKET FLAG 5' X 9.5'**		
28.	Made to U.S. Specifications.	X	
29.	**MILITARY FLAGS 8' X 12'**		
30.	Utilize 200 Grade Denier Nylon Material	X	
31.	Single reverse digitally printed.	X	
32.	Utilize 200 denier polyester Dacron.	X	
33.	Utilize two (2) rows of lock stitch hems on the top and bottom edges.	X	
34.	Utilize six (6) rows of lock stitching on the fly with bar tacking on the corners.	X	
35.	The hoist is double layer cotton duck header with #10 white nylon rope with thimbles on the corners and tie down garment along the edge.	X	
36.	**POW FLAGS 20' X 30'**		
37.	Utilize 200 Grade Denier Nylon Material	X	
38.	Single reverse digitally printed.	X	
39.	Utilize 200 denier polyester Dacron.	X	
40.	Utilize two (2) rows of lock stitch hems on the top and bottom edges.	X	
41.	Utilize (7) rows of lock stitching on the fly with bar tacking on the corners.	X	
42.	The hoist is double layer cotton duck header with #10 white nylon rope with thimbles on the corners and tie down grommet along the edge.	X	
43.	Has sewn reinforced corners on the hoist.	X	
44.	**ALABAMA STATE FLAGS 20' X 30'**		
45.	Made of acid dyed 210 denier nylon with appliqué red cross.	X	
46.	Utilize Nylon Material.	X	
47.	Single reverse digitally printed.	X	
48.	Utilize 200 denier polyester Dacron.	X	
49.	Utilize two (2) rows of lock stitch hems on the top and bottom edges.	X	
50.	Utilize seven (7) rows of lock stitching on the fly with bar tacking on the corners.	X	
51.	The hoist is double layer cotton duck header with #10 white nylon rope with thimbles on the corners and tie down grommet along the edge.	X	
52.	Has sewn reinforced corners on the hoist.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS			VENDOR COMPLIANCE YES	VENDOR COMPLIANCE NO
53.	**Although the City of Huntsville CANNOT guarantee the exact quantities of items to be purchased, the approximate quantities are included:**			A	
54.	**LIST OF CURRENT FLAG TYPES AND SIZES**		**APPROX. PER YEAR**	A	
	U.S. Flag (Polyester)	30' X 60'	4		
	U.S. Flag (Polyester)	8' X 12"	2		
	U.S. Flag (Polyester	5' X 8'	2		
	U.S. Casket Flag (Cotton)	5' X 9.5'	2		
	POW Flag (Nylon)	20' X 30'	3		
	Alabama State Flag (Nylon)	20 X 30'	3		
	Marine Flag (Nylon)	8' X 12'	3		
	Air Force Flag (Nylon)	8' X 12'	3		
	Navy Flag (Nylon)	8' X 12'	3		
	Coast Guard Flag (Nylon)	8' X 12'	2		
	Army Flag (Nylon)	8' X 12'	3		
	Re-Hem Flags		4 Times Each		
	F. CONTRACTOR REQUIREMENTS				
55.	Bidders have three years of experience in commercial flags and possess all tools of the trade.			A	
56.	Flags must be delivered to the Ship To address listed on the Purchase Order within two (2) weeks of order.			A	
57.	All flags sent to be repaired must be returned within 2 weeks from the time they arrive at bidders' location.			X	
58.	Pricing for flags must include all shipping to the Ship To address listed on the Purchase Order.			X	
59.	Service facility must be located within 50 miles of the City of Huntsville Municipal Building (308 Fountain Circle; Huntsville, AL 35801)			X	
	G. RESPONSIBILITY OF THE CONTRACTOR				
60.	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner. Any estimate of $50,000 or more shall not be authorized under this contract.			X	
61.	A purchase order will be issued based upon the estimate which will also serve as the contractor's authorization to proceed. No work shall be performed without a purchase order from the General Services Department.			X	
62.	At the completion of work, an invoice must be submitted for the actual cost and itemized in accordance with the contract for each labor category. Only one (1) skilled laborer will be allowable on repair projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate.			X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
63.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	X	
64.	The contractor must provide competent workmen and supervision.	X	
65.	Take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The contractor is responsible for any injury to himself, his employees, or others as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	X	
66.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	X	
67.	The contractor must clean up and remove all debris from the job site in accordance with all local disposal regulations. The City of Huntsville will reimburse disposal cost with proof of documentation.	X	
	H. BACKGROUND CHECKS		
68.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders' place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	X	
	I. OSHA & LOCK OUT TAG OUT		
69.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	X	
	J. ADDITIONAL VENDOR REQUIREMENTS		
70.	**Check-In/Check-Out** At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	X	
71.	The Contractor will be responsible for providing their lead personnel with cellular or digital portable telephones whereby they can be contacted and can contact the requesting department at all times.	X	
72.	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	X	
	K. REPAIR STATUS, WHEN A DELAY		
73.	Notify the requesting department whether project has been completed or if job site is abandoned to pick up or order materials to complete project and estimated time frame to return to job.	X	
74.	In the event the Contractor must leave the site to purchase parts for the completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to the job site for the completion of	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	the project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.		
	L. EXECUTION OF WORK		
75.	When possible and practical, division personnel will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated technician hours. It is required that only one (1) laborer will respond for a repair or maintenance call. Furthermore, the contractor must obtain approval to having another laborer or helper on site to assist in repairs/maintenance. Any project, which is estimated at $50,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	X	
76.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	X	
	M. RESPONSE TIME		
77.	The contractor shall have personnel available to provide services and repair and/or maintenance services on a twenty-four (24) hour a day, seven (7) days a week basis.	X	
78.	All work shall be started within two (2) hours for emergencies and twenty-four (24) hours for non-emergencies after notification to proceed unless further delay is authorized by General Services. All such work shall be completed in accordance with the compilation schedule submitted as part of the written estimate.	X	
79.	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days' notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	X	
	N. INSPECTION AND ACCEPTANCE		
80.	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of General Services. General Services Management will approve a record of time and materials used for the job as maintained by the contactor, and state on the invoice that they inspected and accepted the work performed.	X	
	O. CALL BACK SERVICES		
81.	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized.	X	
	P. ALLOWANCE OF IN-HOUSE WORK		
82.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	X	
	Q. MATERIALS & EQUIPMENT		
83.	New or added materials or equipment installed shall be invoiced at the Contractor's actual cost to include any and all discounts offered by their supplier. The Contractor must furnish all labor, tools, materials, equipment and subcontractor work required to provide all required services as outlined in this IFB. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or equipment. The successful bidder shall furnish materials unless otherwise directed by the City of Huntsville.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Such materials, equipment rental and subcontractor work shall be itemized and billed at the bidder's actual cost plus ten percent (10%). A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	X	
84.	If during the term of the contract and extension(s) thereto, regulations are passed which require the contractor to purchase or obtain equipment that is necessary for compliance of those regulations in relation to the trade, the contractor shall obtain the required equipment at no liability to the City.	X	
85.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	X	
	R. SUMMARY REPORT		
86.	Using the Summary Report "Attachment B", contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	X	
	S. INVOICING		
87.	The contractor will invoice the City on a job-by-job/project basis to include a copy of the Summary report. The contractor's invoice shall contain a complete account of all activity for that job/project, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or nonstock items as specified in the resulting contract. All freight charges must be approved by the City in advance. All items that come from stock must be approved along with the price. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly).	X	
88.	Original invoices shall be submitted at the completion of each job with the following information: City of Huntsville Finance Department-Accounts Payable Division PO Box 308 Huntsville, AL 35804 accountspayable@huntsvilleal.gov 1. Name and address of Contractor 2 .Invoice date 3. Invoice # 4. Bid Number 5. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 6. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 7. A job summary Report, "Attachment B"	X	
89.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	X	
	T. LABOR CHARGES		
90.	The City does not pay overtime or holiday pay.	X	
91.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	U. TRAVEL TIME		
92.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	
	V. HOUR ROUNDING		
93.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	W. EXCESS PROJECT AMOUNT		
94.	When practical, a Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the contractor must obtain approval from the requesting department prior to beginning work. Any project which is estimated to exceed $50,000.00 in cost will be subject to a separate competitive bid. No project shall be split in order to avoid this limitation.	X	
	X. FAILURE FORM		
95.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". A sample document of the "Vendor Complaint Form" is shown as "Attachment A" herein. The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	X	
96.	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification		
	Y. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS		
97.	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	X	
	Z. TERMINATION FOR DEFAULT		
98.	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	X	
	AA. TERMINATION FOR CAUSE OR CONVENIENCE		
99.	If the City of Huntsville elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	X	
100.	The chosen bidder shall be required to give the City of Huntsville 60 days' notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	X	
	BB. 24 HOUR CONTACT		
101.	Provide 3 contact names listing each 24-hour phone numbers.	X	
102.	Contact #1: Name: Belinda Nelsen-Kennedy Phone Number(s): 256.990.3840	X	
103.	Contact #2: Name: Christopher Kennedy Phone Number(s): 256.520.2747	X	
104.	Contact #3: Name: Mandy Kennedy Phone Number(s): 256.679.3333	X	
	CC. REFERENCES		
105.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
106.	Company Name: Madison County Commission Contact Name: DNG Strong Address: 100 Northside Square HSV, AL 35801 Phone Number: 256.532.3795 E-mail Address: mtyson@madisoncounty.al.gov	X	
107.	Company Name: Westin Contact Name: Scott Miller Address: 6800 Governors West, HSV, AL 35806 Phone Number: E-mail Address: 256.428.5445 smiller@westinhuntsville.com	X	
108.	Company Name: Mitch Smith Chevrolet Contact Name: Sharon Smith Address: 1655 Clark Ave., SW Cullman, AL 35055 Phone Number: 256.734.6430 E-mail Address: sharonsmith@mschevy.com	X	

APPENDIX F
BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: _____

Pricing Part A

Description	Hourly Rate	Estimated Quantity	Subtotal
Laborer, per hour	$ 295.00	4 HR	$ 1180.00
Helper, per hour	$ 185.00	4 HR	$ 740.00

Pricing Part B

Cost of Flag	Price Each	Estimated Quantity	Subtotal
U.S. FLAG (POLYESTER) 30' X 60'	$ 2369.50	4	$ 9478.00
U.S. FLAG (POLYESTER) 8' X 12'	$ 214.50	2	$ 429.00
U.S. FLAG (POLYESTER) 5' X 8'	$ 93.50	2	$ 187.00
U.S. FLAG (COTTON) 5' X 9.5'	$ 173.60	2	$ 347.20
POW FLAG (200 GRADE DENIER NYLON) 20' X 30'	$ 1993.70	3	$ 5981.10
ALABAMA STATE FLAG (NYLON) 20' X 30'	$ 1289.50	3	$ 3868.50
MARINE FLAG (200 GRADE DENIER NYLON) 8' X 12'	$ 535.00	3	$ 1605.00
AIR FORCE FLAG (200 GRADE DENIER NYLON) 8' X 12'	$ 535.00	3	$ 1605.00
NAVY FLAG (200 GRADE DENIER NYLON) 8' X 12'	$ 535.00	3	$ 1605.00
COAST GUARD FLAG (200 GRADE DENIER NYLON) 8' X 12'	$ 535.00	2	$ 1605.00

ARMY FLAG (200 GRADE DENIER NYLON) 8' X 12'	$ 535.00	3	$ 1605.00
Cost to Re-Hem Flags			
U.S. FLAG (POLYESTER) 30' X 60'	$ 195.00	4	$ 780.00
POW FLAG (200 GRADE DENIER NYLON) 20' X 30'	$ 130.00	4	$ 520.00
ALABAMA STATE FLAG (NYLON) 20' X 30'	$ 130.00	4	$ 520.00
MARINE FLAG (200 GRADE DENIER NYLON) 8' X 12'	$ 52.00	4	$ 208.00
AIR FORCE FLAG (200 GRADE DENIER NYLON) 8' X 12'	$ 52.00	4	$ 208.00
NAVY FLAG (200 GRADE DENIER NYLON) 8' X 12'	$ 52.00	4	$ 208.00
COAST GUARD FLAY (200 GRADE DENIER NYLON) 8' X 12'	$ 52.00	4	$ 208.00
ARMY FLAG (200 GRADE DENIER NYLON) 8' X 12'	$ 52.00	4	$ 208.00
		TOTAL	$ 33,095.80

This Price Bid Form is hereby submitted by the undersigned:

Alabama Flag & Banner, Inc — Printed legal name of Bidder

Belinda Mulson-Kennedy — Printed name of individual/corporate officer/general partner/joint venturer AND Title

Belinda Mulson-Kennedy — Signature

03/17/2022 — Date

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Alabama Flag & Banner, Inc.
- City of Huntsville current taxpayer identification number (if available): _____. (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership *(check appropriate box)*	**Entity I. D. Number & Applicable State**
☐ Individual or Sole Proprietorship	**Not Applicable**
☐ General Partnership	**Not Applicable**
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: 000-099-384 Alabama
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: _____ Title (if applicable): President

Type or legibly write name: Belinda Nelson-Kennedy Date: 03/17/2022

Alabama Secretary of State

Alabama Flag & Banner, Inc.	
Entity ID Number	000 - 099 - 384
Entity Type	Domestic Corporation
Principal Address	TONEY, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Limestone County
Formation Date	07/26/1984
Registered Agent Name	KENNEDY, BELINDA MELSON
Registered Office Street Address	ROUTE 2, BOX 351 TONEY, AL 35773
Registered Office Mailing Address	Not Provided
Nature of Business	GRAPHIC & GRAPHIC ARTS SERVICE
Capital Authorized	10,000NPV
Capital Paid In	---

Incorporators	
Incorporator Name	KENNEDY, BELINDA MELSON
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	1986 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021

Transactions

Transaction Date	01/02/1991
Legal Name Changed From	Graphic Concepts, Inc.
Transaction Date	01/02/1991
Miscellaneous Filing Entry	RESTATED ARTICLES

Scanned Documents

Document Date / Type / Pages	07/26/1984 Certificate of Formation 6 pgs.
Document Date / Type / Pages	01/02/1991 Legal Name Change 12 pgs.

Alabama Flag & Banner, Inc.

Browse Results | New Search

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Alabama Flag & Banner, Inc.

Doing-Business-As Name of Proposer:

Principal Office Address:

7720 Governors Drive, SW Hsv, AL 35805
P.O. Box 1288 Huntsville, AL 35807

Telephone Number: 256.534.1300

Fax Number: N/A

Form of Business Entity [check one ("X"]

Corporation	X
Partnership	
Individual	
Joint Venture	
Other (describe):	

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 01/1985
Location of incorporation: Alabama
The corporation is held: Publicly __ Privately X

Names and titles of corporate officers:

Belinda Nelson-Kennedy, President
Christopher Kennedy, V.P
Mandy Kennedy, Sec. and Treasurer

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

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

_____
_____
_____
_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

_____
_____
_____
_____

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee — Yes _____ No X
If "Yes," Department _____

Member of Household City Employee — Yes _____ No X
If "Yes," Name (s) _____

Anyone associated with your company a City Employee — Yes _____ No X
If "Yes," Name (s) _____

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

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

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

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

4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

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

Signature of Proposer

Belinda Nelson-Kennedy

Print or Type Name of Proposer

03/17/2022

Date

Alabama Flag & Banner, Inc.

Legal Name of Firm

P.O. Box 1288

Mailing Address

Huntsville, AL 35807

City State Zip Code

256.534.1300 N/A

Phone Fax

belinda@alabamaflag.com

Email Address

www.alabamaflag.com

Website Address

E-Verify

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I

PURPOSE AND AUTHORITY

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

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

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

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

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

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

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

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

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

Representative from continued use of E-Verify.

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

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

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

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

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

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

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

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

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

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only

verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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

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

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

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

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

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

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

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

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

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

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

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

a. Scanning and uploading the document, or

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

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

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

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

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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

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

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** March 31, 2022
FROM: Chris McNeese **DEPT:** Public Works Services
BID #: 48-2022-55-3 **COMMODITY/SERVICE:** Crushed Stone & Aggregate Base

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Vulcan Materials Company

RECOMMENDATION: It is recommended that Vulcan Materials Company be awarded the bid for crushed stone & aggregate base. Please see attached memo.

DESCRIPTION	PRICE	UOM	COMMENT
Surge Stone Pick Up	$15.00	Ton	
Dense Graded Base-Pick Up	$13.00	Ton	
1/2" Crushed Stone Base-Pick Up	$13.00	Ton	
1 1/2" Crushed Stone Base-Pick Up	$13.00	Ton	
Class 1 Rip Rap-Pick Up	$18.00	Ton	
Class 2 Rip Rap-Pick Up	$18.50	Ton	
No. 2 Aggregate-Pick Up	$15.00	Ton	

INITIAL PURCHASE: $15,000.00
FUNDING SOURCE: 3020-55-00000516010-0000000C
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.

Christopher McNeese Digitally signed by Christopher McNeese Date: 2022.03.31 13:24:43 -05'00'
Department Head Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.04.01 15:00:21 -05'00' 4/1/2022
Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 2

TO: Procurement **DATE:** March 31, 2022
FROM: Chris McNeese **DEPT:** Public Works Services
BID #: 48-2022-55-3 **COMMODITY/SERVICE:** Crushed Stone & Aggregate Base

DESCRIPTION	PRICE	UOM	COMMENT
No. 57 Aggregate-Pick Up	$16.00	Ton	
No. 67 Aggregate-Pick Up	$17.00	Ton	
No. 78 Aggregate-Pick Up	$18.00	Ton	
No. 89 Aggregate-Pick Up	$18.00	Ton	
No. 810 Aggregate-Pick Up	$13.00	Ton	
Surge Stone-Delivered up to 5 miles	$19.75	Ton	
Surge Stone-Delivered 6-10 miles	$20.39	Ton	
Surge Stone Delivered 11-15 miles	$21.89	Ton	
Surge Stone Delivered 16-20 miles	$22.75	Ton	
Surge Stone Delivered 21-25 miles	$23.68	Ton	
Dense Graded Base-Delivered up to 5 miles	$17.75	Ton	
Dense Graded Base-Delivered 6-10 miles	$18.39	Ton	
Dense Graded Base-Delivered 11-15 miles	$19.89	Ton	
Dense Graded Base-Delivered 16-20 miles	$20.75	Ton	
Dense Graded Base-Delivered 21-25 miles	$21.68	Ton	
1/2" Crushed Stone Base-Delivered up to 5 miles	$17.75	Ton	
1/2" Crushed Stone Base-Delivered 6-10 miles	$18.39	Ton	
1/2" Crushed Stone Base-Delivered 11-15 miles	$19.89	Ton	
1/2" Crushed Stone Base-Delivered 16-20 miles	$20.75	Ton	
1/2" Crushed Stone Base-Delivered 21-25 miles	$21.68	Ton	
1 1/2" Crushed Stone Base-Delivered up to 5 miles	$17.75	Ton	
1 1/2" Crushed Stone Base-Delivered 6-10 miles	$18.39	Ton	
1 1/2" Crushed Stone Base Delivered 11-15 miles	$19.89	Ton	
1 1/2" Crushed Stone Base-Delivered 16-20 miles	$20.75	Ton	
1 1/2" Crushed Stone Base-Delivered 21-25 miles	$21.68	Ton	
Class 1 Rip Rap-Delivered up to 5 miles	$23.75	Ton	
Class 1 Rip Rap-Delivered 6-10 miles	$24.39	Ton	
Class 1 Rip Rap-Delivered 11-15 miles	$25.89	Ton	
Class 1 Rip Rap-Delivered 16-20 miles	$26.75	Ton	
Class 1 Rip Rap-Delivered 21-25 miles	$27.68	Ton	
Class 2 Rip Rap-Delivered up to 5 miles	$24.25	Ton	

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 3

TO: Procurement **DATE:** March 31, 2022
FROM: Chris McNeese **DEPT:** Public Works Services
BID #: 48-2022-55-3 **COMMODITY/SERVICE:** Crushed Stone & Aggregate Base

DESCRIPTION	PRICE	UOM	COMMENT
Class 2 Rip Rap-Delivered 6-10 miles	$24.89	Ton	
Class 2 Rip Rap-Delivered 11-15 miles	$26.39	Ton	
Class 2 Rip Rap-Delivered 16-20 miles	$27.25	Ton	
Class 2 Rip Rap-Delivered 21-25 miles	$28.18	Ton	
No 2 Crushed Stone-Delivered up to 5 miles	$19.75	Ton	
No. 2 Crushed Stone-Delivered 6-10 miles	$20.39	Ton	
No. 2 Crushed Stone-Delivered 11-15 miles	$21.89	Ton	
No. 2 Crushed Stone-Delivered 16-20 miles	$22.75	Ton	
No. 2 Crushed Stone-Delivered 21-24 miles	$23.68	Ton	
No. 57 Crushed Stone-Delivered up to 5 miles	$20.75	Ton	
No. 57 Crushed Stone-Delivered 6-10 miles	$21.39	Ton	
No. 57 Crushed Stone-Delivered 11-15 miles	$22.89	Ton	
No. 57 Crushed Stone-Delivered 16-20 miles	$23.75	Ton	
No. 57 Crushed Stone-Delivered 21-24 miles	$24.68	Ton	
No. 67 Crushed Stone-Delivered up to 5 miles	$21.75	Ton	
No. 67 Crushed Stone-Delivered 6-10 miles	$22.39	Ton	
No. 67 Crushed Stone-Delivered 11-15 miles	$23.89	Ton	
No. 67 Crushed Stone-Delivered 16-20 miles	$24.75	Ton	
No. 67 Crushed Stone-Delivered 21-25 miles	$25.68	Ton	
No. 78 Crushed Stone-Delivered up to 5 miles	$22.75	Ton	
No. 78 Crushed Stone-Delivered 6-10 miles	$23.39	Ton	
No. 78 Crushed Stone-Delivered 11-15 miles	$24.89	Ton	
No. 78 Crushed Stone-Delivered 16-20 miles	$25.75	Ton	
No. 78 Crushed Stone-Delivered 21-25 miles	$26.68	Ton	
No. 89 Crushed Stone-Delivered up to 5 miles	$22.75	Ton	
No. 89 Crushed Stone-Delivered 6-10 miles	$23.39	Ton	
No. 89 Crushed Stone-Delivered 11-15 miles	$24.89	Ton	
No. 89 Crushed Stone-Delivered 16-20 miles	$25.75	Ton	
No. 89 Crushed Stone-Delivered 21-25 miles	$26.68	Ton	
No. 810 Crushed Stone-Delivered up to 5 miles	$17.75	Ton	
No. 810 Crushed Stone-Delivered 6-10 miles	$18.39	Ton	

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 4

TO: Procurement **DATE:** March 31, 2022
FROM: Chris McNeese **DEPT:** Public Works Services
BID #: 48-2022-55-3 **COMMODITY/SERVICE:** Crushed Stone & Aggregate Base

DESCRIPTION	PRICE	UOM	COMMENT
No. 810 Crushed Stone-Delivered 11-15 miles	$19.89	Ton	
No. 810 Crushed Stone-Delivered 16-20 miles	$20.75	Ton	
No. 810 Crushed Stone-Delivered 21-25 miles	$21.68	Ton	
No. 5 Crushed Stone-Pick up	$16.00	Ton	
No. 5 Crushed Stone-Delivered up to 5 miles	$20.75	Ton	
No. 5 Crushed Stone-Delivered 6-10 miles	$21.39	Ton	
No. 5 Crushed Stone-Delivered 11-15 miles	$22.89	Ton	
No. 5 Crushed Stone-Delivered 16-20 miles	$23.75	Ton	
No. 5 Crushed Stone-Delivered 21-25 miles	$24.68	Ton	

MEMORANDUM

TO: Procurement

FROM: Chris McNeese, Public Works Services, Director

DATE: April 1, 2022

SUBJECT: Crushed Stone & Aggregate Base Bid 48-2022-55-3

After careful review of the proposals submitted in response to bid solicitation 48-2022-55-3, Public Works Services deems it is in the best interest of the City to award the Crushed Stone and Aggregate Base contract in whole to Vulcan Materials Company. Although Vulcan is not the overall low bidder, from an operational and financial standpoint Vulcan Materials Company is better positioned than Madison Materials to meet and address the needs of the City for the following reasons:

1. Line 4 of Appendix D – Detailed Requirements Checklist provides that the City reserves the right to award to the vendor(s) that is located nearest to the city facility or job site where the crushed stone aggregate will be used and/or stockpiled. Vulcan Materials has 4 quarries of which 3 are less than 25miles away from the Public Works facility. Both of Madison Materials quarries are in excess of 30miles away from the Public Works facility.
2. Maximum radius for pickups and deliveries per the pricing structure outlined in the bid documents is 25miles. Both of Madison Materials quarries exceed this maximum radius thus accurate cost of deliveries and pickups cannot be determined based on pricing provided and pickup/delivery within in 25miles of the city facility is not plausible.
3. Exceeding the 25miles will cause delays operational delays which will result delays in completion of jobs, higher fuel and equipment costs, unproductive utilization of city personnel and/or contractor work time.
4. Scheduling deliveries and pickups in excess of 25miles was not contemplated as it has been determined from previous contracts and job orders that the 25miles radius is more practical, cost effective, and time efficient from an overall operational and job performance perspective.

Vulcan Materials Company based on the proximity of their quarry locations are logistically positioned to provide pick up locations and deliveries within the scope of the bid specifications.

APPENDIX D
DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of product the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	DETAILED REQUIREMENTS	Compliant? Yes	No
	I. SERVICE REQUIREMENTS		
1	All crushed stone and dense graded aggregate base shall meet the specifications set forth by the State of Alabama Highway Department.	✓	
2	Vendors must submit a total price per ton picked up at the plant or delivered as per the following attached sheets.	✓	
3	Bid price shall include the exact cost of crushed stone, and delivery charges.	✓	
4	Vendors must list their location(s) where material can be picked up. The City of Huntsville reserves the right to award the bid to vendor(s) who are located near the job site or city office where the crushed stone aggregate base will be used and stockpiled. (1) Location: ① Huntsville Quarry 4260 Stringfield Rd (2) Location: Huntsville, AL 35806 ② ~~Ga~~ Redstone Yard 2053 Vermont Rd SW Huntsville AL 35802 ③ Gurley Quarry 133 Salty Bottom Rd Gurley, AL 35748 ④ Trinity Quarry 3950 AL Hwy 20 West Trinity, AL 35673		

APPENDIX F
BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: Cody Dunagan

See separate file Crushed Stone and Aggregate Base Pricing Form 2022.xlsx

Bidder must complete, sign and submit this form with the bid response.

This Price Bid Form is hereby submitted by the undersigned:

Vulcan Materials Company	Cody Dunagan - Sales Rep
Printed legal name of Bidder	Printed name of individual/corporate officer/general partner/joint venturer AND Title
Cody Dunagan	3-17-22
Signature	Date

	Crushed Stone and Aggregate Base Pricing Form			
	PLEASE USE EXCEL SHEET TO ENTER INFORMATION			
Item #	**Item Description**	**UOM**	**Estimated Qtys**	**Price**
1	SURGE STONE - PICK UP	TON	2000	$ 15.00
2	DENSE GRADED BASE - PICK UP	TON	7000	$ 13.00
3	1/2" CRUSHED STONE BASE - PICK UP	TON	500	$ 13.00
4	1-1/2" CRUSHED STONE BASE - PICK UP	TON	4000	$ 13.00
5	CLASS 1 RIP RAP - PICK UP	TON	6000	$ 18.00
6	CLASS 2 RIP RAP - PICK UP	TON	4000	$ 18.50
7	NO. 2 AGGREGATE - PICK UP	TON	5000	$ 15.00
8	NO. 57 AGGREGATE - PICK UP	TON	10000	$ 16.00
9	NO. 67 AGGREGATE - PICK UP	TON	2000	$ 17.00
10	NO. 78 AGGREGATE - PICK UP	TON	6000	$ 18.00
11	NO. 89 AGGREGATE - PICK UP	TON	500	$ 18.00
12	NO. 810 AGGREGATE - PICK UP	TON	500	$ 13.00
13	SURGE STONE - DELIVERED UP TO 5 MILES	TON	500	$ 19.75
14	SURGE STONE - DELIVERED 6 TO 10 MILES	TON	500	$ 20.39
15	SURGE STONE - DELIVERED 11 TO 15 MILES	TON	500	$ 21.89
16	SURGE STONE - DELIVERED 16 TO 20 MILES	TON	500	$ 22.75
17	SURGE STONE - DELIVERED 21 TO 25 MILES	TON	500	$ 23.68
18	DENSE GRADED BASE - DELIVERED UP TO 5 MILES	TON	1000	$ 17.75
19	DENSE GRADED BASE - DELIVERED 6 TO 10 MILES	TON	2000	$ 18.39
20	DENSE GRADED BASE - DELIVERED 11 TO 15 MILES	TON	2000	$ 19.89
21	DENSE GRADED BASE - DELIVERED 16 TO 20 MILES	TON	1000	$ 20.75
22	DENSE GRADED BASE - DELIVERED 21 TO 25 MILES	TON	500	$ 21.68
23	1/2" CRUSHED STONE BASE - DELIVERED UP TO 5 MILES	TON	500	$ 17.75
24	1/2" CRUSHED STONE BASE - DELIVERED 6 TO 10 MILES	TON	1000	$ 18.39
25	1/2" CRUSHED STONE BASE - DELIVERED 11 TO 15 MILES	TON	500	$ 19.89
26	1/2" CRUSHED STONE BASE - DELIVERED 16 TO 20 MILES	TON	500	$ 20.75
27	1/2" CRUSHED STONE BASE - DELIVERED 21 TO 25 MILES	TON	500	$ 21.68
28	1-1/2" CRUSHED STONE BASE - DELIVERED UP TO 5 MILES	TON	500	$ 17.75
29	1-1/2" CRUSHED STONE BASE - DELIVERED 6 TO 10 MILES	TON	500	$ 18.39
30	1-1/2" CRUSHED STONE BASE - DELIVERED 11 TO 15 MILES	TON	500	$ 19.89
31	1-1/2" CRUSHED STONE BASE - DELIVERED 16 TO 20 MILES	TON	500	$ 20.75

32	1-1/2" CRUSHED STONE BASE - DELIVERED 21 TO 25 MILES	TON	500	$	21.68
33	CLASS 1 RIP RAP - DELIVERED UP TO 5 MILES	TON	500	$	23.75
34	CLASS 1 RIP RAP - DELIVERED 6 TO 10 MILES	TON	500	$	24.39
35	CLASS 1 RIP RAP - DELIVERED 11 TO 15 MILES	TON	500	$	25.89
36	CLASS 1 RIP RAP - DELIVERED 16 TO 20 MILES	TON	500	$	26.75
37	CLASS 1 RIP RAP - DELIVERED 21 TO 25 MILES	TON	500	$	27.68
38	CLASS 2 RIP RAP - DELIVERED UP TO 5 MILES	TON	500	$	24.25
39	CLASS 2 RIP RAP - DELIVERED 6 TO 10 MILES	TON	500	$	24.89
40	CLASS 2 RIP RAP - DELIVERED 11 TO 15 MILES	TON	500	$	26.39
41	CLASS 2 RIP RAP - DELIVERED 16 TO 20 MILES	TON	500	$	27.25
42	CLASS 2 RIP RAP - DELIVERED 21 TO 25 MILES	TON	500	$	28.18
43	#2 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	$	19.75
44	#2 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	500	$	20.39
45	#2 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	500	$	21.89
46	#2 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	500	$	22.75
47	#2 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	500	$	23.68
48	#57 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	$	20.75
49	#57 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	1000	$	21.39
50	#57 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	1000	$	22.89
51	#57 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	1000	$	23.75
52	#57 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	1000	$	24.68
53	#67 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	$	21.75
54	#67 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	500	$	22.39
55	#67 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	500	$	23.89
56	#67 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	500	$	24.75
57	#67 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	500	$	25.68
58	#78 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	$	22.75
59	#78 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	500	$	23.39
60	#78 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	1000	$	24.89
61	#78 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	500	$	25.75
62	#78 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	500	$	26.68
63	#89 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	$	22.75
64	#89 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	500	$	23.39
65	#89 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	500	$	24.89

66	#89 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	500	$	25.75
67	#89 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	500	$	26.68
68	#810 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	$	17.75
69	#810 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	500	$	18.39
70	#810 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	500	$	19.89
71	#810 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	500	$	20.75
72	#810 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	500	$	21.68
73	#5 CRUSHED STONE - PICK UP	TON	1000	$	16.00
74	#5 CRUSHED STONE - DELIVERED UP TO 5 MILES	TON	500	$	20.75
75	#5 CRUSHED STONE - DELIVERED 6 TO 10 MILES	TON	500	$	21.39
76	#5 CRUSHED STONE - DELIVERED 11 TO 15 MILES	TON	500	$	22.89
77	#5 CRUSHED STONE - DELIVERED 16 TO 20 MILES	TON	500	$	23.75
78	#5 CRUSHED STONE - DELIVERED 21 TO 25 MILES	TON	500	$	24.68
			Total Price	$	1,665.98

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Vulcan Materials Company
- City of Huntsville current taxpayer identification number (if available): 874 Lic No: 336827
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (*check appropriate box*)	**Entity I. D. Number & Applicable State**
☐ Individual or Sole Proprietorship	**Not Applicable**
☐ General Partnership	**Not Applicable**
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: 20-8579133
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Cody Dunagan Title (if applicable): Sales Rep

Type or legibly write name: Cody Dunagan Date: 3-17-22

Alabama Secretary of State

Vulcan Construction Materials, LLC	
Entity ID Number	000 - 815 - 723
Entity Type	Foreign Limited Liability Company
Principal Address	1200 URBAN CENTER DRIVE BIRMINGHAM,, AL 35242
Principal Mailing Address	1200 URBAN CENTER DRIVE BIRMINGHAM,, AL 35242
Status	Exists
Place of Formation	Delaware
Formation Date	10/30/1998
Qualify Date	01/11/1999
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Nature of Business	MINING/PRODUCTION OF CONST MATERIALS & ANY OTHER ACTS ALLOWED

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	2008 2009 2010 2011 2012 2013 2020 2021

Transactions

Transaction Date	04/06/2009
Registered Agent Changed From	DENSON, W. F. III 1200 URBAN CENTER DRIVE BIRMINGHAM,, AL 35242
Transaction Date	07/23/2015
Legal Name Changed From	Vulcan Construction Materials, LP
Transaction Date	07/23/2015
Miscellaneous Filing Entry	CONVERSION FROM FLP FILED
Transaction Date	07/23/2015
Miscellaneous Filing Entry	Entity Conversion Effective 06-30-2015 08:23
Transaction Date	04/28/2017

Vulcan Construction Materials, LLC	
Registered Agent Changed From	CSC LAWYERS INCORPORATING SVC INC 150 S PERRY ST MONTGOMERY, AL 36104
Transaction Date	02/12/2020
Agent Mailing Address Changed From	CORPORATION SERVICE COMPANY INC 641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Transaction Date	02/12/2020
Registered Agent Changed From	CORPORATION SERVICE COMPANY INC 641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Scanned Documents	
Document Date / Type / Pages	01/11/1999 Certificate of Formation 1 pg.
Document Date / Type / Pages	04/06/2009 Registered Agent Change 1 pg.
Document Date / Type / Pages	07/23/2015 Conversion 8 pgs.
Document Date / Type / Pages	04/28/2017 Registered Agent Change 1 pg.
Document Date / Type / Pages	02/12/2020 Registered Agent Change 2 pgs.

Browse Results New Search

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Vulcan Materials Company

Doing-Business-As Name of Proposer:

Principal Office Address:

1200 Urban Center Drive
Birmingham, AL 35242

Telephone Number: 205-298-3120

Fax Number: 205-298-2948

Form of Business Entity [check one ("X")]

Corporation	X
Partnership	
Individual	
Joint Venture	
Other (describe):	

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 1/1/1956
Location of incorporation: New Jersey
The corporation is held: Publicly X Privately

Names and titles of corporate officers:

Tom Hill - Chair + CEO

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

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

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

_____

_____

_____

_____

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee — Yes _____ No X
If "Yes," Department _____

Member of Household City Employee — Yes _____ No X
If "Yes," Name (s) _____

Anyone associated with your company a City Employee — Yes _____ No X
If "Yes," Name (s) _____

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

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

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

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

4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

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

Cody Dunagan
Signature of Proposer

Cody Dunagan
Print or Type Name of Proposer

3-17-22
Date

Vulcan Materials Company
Legal Name of Firm

1200 Urban Center Drive
Mailing Address

Birmingham AL 35242
City State Zip Code

205-298-3120 205-298-2948
Phone Fax

dunagane@vmcmail.com
Email Address

www.vulcanmaterials.com
Website Address

E-Verify

Company ID Number: 490083

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

Employer Vulcan Construction Materials, SGC Division	
Karen Spruell Name (Please Type or Print)	Title
Electronically Signed Signature	**01/16/2012** Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	**01/16/2012** Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Vulcan Construction Materials, SGC Division**
Company Facility Address:	**1200 Urban Center Drive** **Birmingham, AL 35242**
Company Alternate Address:	
County or Parish:	**JEFFERSON**
Employer Identification Number:	**631211833**

E-Verify

Company ID Number: 490083

North American Industry Classification Systems Code:	212
Administrator:	Vulcan Materials Company
Number of Employees:	100 to 499
Number of Sites Verified for:	1

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

- ALABAMA 1 site(s)

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

Name:	Penny Thompson	
Telephone Number:	(205) 298 - 3738	Fax Number:
E-mail Address:	ThompsonP@vmcmail.com	

STATE OF ALABAMA

MADISON COUNTY

CONTROL NO.
2325077

LICENSE NO.
2122488

ACCOUNT NO.
94736

ISSUED TO:

VULCAN CONSTRUCTION MATERIALS LLC
ATTN, TRACI LYNCH
120 S CENTRAL AVE
STE 350
SAINT LOUIS, MO 63105

LICENSE YEAR
2021-2022

DATE ISSUED		
10	04	2021
MO.	DAY	YR.

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:
4210 STRINGFIELD RD
HUNTSVILLE, AL 35810

EXPIRES
September 30, 2022
RENEW IN OCTOBER

RL:
U37 - #2325077 - T2 - P738547 - M2

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0087	COTTONSEED OIL MILLS, COTTON MILLS, FACTORIES, ETC	300.00	1.75	0.00	0.00	0.00	301.75

		301.75
	TOTAL	0.00
	MAIL FEE	2.00
	TOTAL WITH MAIL FEE	303.75

TRANSFER OF LICENSE
Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Name of Purchaser

Issuing Authority

Kathleen D. Baxter
State Comptroller

Vernon Barnett
Commissioner of Revenue

MARK CRAIG
Issuing Authority

VULCAN CONSTRUCTION MATERIALS LLC
ATTN, TRACI LYNCH
120 S CENTRAL AVE STE 350
SAINT LOUIS, MO 63105

PAYMENT INFO (738547)

CASH :	$0.00	
CHECK :	$986.25	900547
CC :	$0.00	
CHANGE :	$0.00	
TOTAL :	$986.25	

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** April 4, 2022
FROM: LaRissa Schroeder **DEPT:** Finance
BID #: 41-2022-83-1 **COMMODITY/SERVICE:** Safety Toe & Protective Footwear

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND TRI-COUNTY SHOES, INC.

RECOMMENDATION: Recommend to award bid to sole responsive bidder, Tri-County Shoes, Inc. dba Red Wing Shoe Store

DESCRIPTION	PRICE	UOM	COMMENT
Total Bid Price	$6310.00		
Discount % Off List Price for Items Not Listed	20%		
(See attached Bidder Pricing Form for itemized bid pricing)			

INITIAL PURCHASE: As Needed
FUNDING SOURCE: Varies
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.

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.04.04 12:17:54 -05'00' 4/4/2022
Department Head Date

Penny L Smith Digitally signed by Penny L Smith Date: 2022.04.04 13:39:43 -05'00' 4/4/2022
Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Tommy Battle
Mayor
City of Huntsville, Alabama
Finance Department
Procurement Services Division

Invitation For Bids
SAFETY TOE & PROTECTIVE FOOTWEAR

Invitation for Bid #:	41-2022-83-1
Issue Date:	March 4, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	March 21, 2022 @ 5:00 PM All questions must be submitted in writing to larissa.schroeder@huntsvilleal.gov.
IFB Closing Date:	March 29, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	N/A
Procurement Services Contact:	LaRissa Schroeder larissa.schroeder@huntsvilleal.gov (256) 427-5058 (256) 427-5059 fax
City Internet Site:	www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	Safety Toe and Protective Footwear Bidder Pricing Form 2022.xlsx
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Safety Toe & Protective Footwear 2022

APPENDIX D
DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of product the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	Specific Functional Requirement	Compliant? Yes	No
	I. GENERAL		
1	The City will consider other equal products submitted for consideration.	✓	
2	The successful Bidder shall notify Procurement Services immediately if any contracted footwear is out of stock or discontinued.	✓	
3	No substitutions shall be allowed without the written consent of Procurement Services.	✓	
4	The employee may, in some instances, select an item that is more than the amount authorized by their department. When this occurs, the employee will pay any overage that exceeds the allowance directly to the successful Bidder at the time the order is picked up. Payment will be made with cash, debit card or credit card only (no checks). Sales tax is allowed to be charged against the overage amount.	✓	
5	A Purchase Order must be received by the Contractor prior to the sale of goods - NO EXCEPTIONS.	✓	
	II. RETURN POLICY		
6	The City will apply the following policy to returned goods throughout the term of the contract. By signature on the bid, the Bidder acknowledges to have read, understood and agree with the following policy:	✓	
7	Returns generated by the successful Bidder's error, over shipment, defective merchandise, unacceptable substitution, etc. will be returned to the Contractor with no restocking charge to the City of Huntsville. At the option of the City of Huntsville, replacement merchandise will be delivered within thirty (30) days of notification. All freight will be borne by the successful Bidder.	✓	
8	Returns of merchandise generated by City of Huntsville error, over purchase, discontinued use, inventory reduction, etc. shall be accepted by the successful Bidder. All merchandise must be unused, in the original packaging and in suitable condition for resale. The successful Bidder may assess a restocking charge of not more than twenty (20%) percent or the restocking charge noted in the bid response, whichever is less. The restocking charge noted in the bid cannot exceed the successful Bidder's published restocking charge.	✓	
9	Return of merchandise more than thirty (30) days after receipt of purchase will be at the option of the Contractor. Restocking charges cannot exceed the successful Bidder's published catalog restocking fee for such returns.	✓	
10	Purchase orders for any item(s) listed in a contract awarded pursuant to this bid will be placed directly with the successful Contractor by the City of Huntsville. Points of sale are limited to the Contractor's retail storefront located within twenty (20) miles of City Hall, 308 Fountain Circle, Huntsville, AL 35801.	✓	
	III. WARRANTY		
11	The Contractor shall provide, as a minimum, a three (3) month replacement warranty on all footwear to be free of defects in materials and workmanship, to include leaking in waterproof/water resistant styles.	✓	
12	Each Bidder is required to submit their warranty replacement policy and procedures with their bid response.	✓	

Line Ref #	Specific Functional Requirement	Compliant? Yes	No
	IV. CATALOG		
13	Each Bidder is required to furnish with their bid, one (1) copy of the footwear product catalog from which they are quoting. If the catalog does not show pricing, the Bidder shall include a price list for the catalog stating page and item numbers of footwear for which you are quoting that meet attached specifications and requirements.	✓	
14	Each Bidder must clearly identify all footwear products that are bid. Brand name, style, item number and catalog page number must be shown. The City of Huntsville reserves the right to reject any bid if the product information submitted with the bid is incomplete.	✓	
	V. DISCOUNT PERCENTAGE		
15	A discount percentage must be specified for items not specifically listed on the Bidder Pricing Form. The discount percentage quoted shall be for all items in the catalog submitted with this bid response that are not listed on the Bidder Pricing Form unless a separate list is provided identifying items to be excluded from consideration. The list of catalog items to be excluded must be provided with the item number and catalog page number.	✓	
16	Quotes must be submitted for all items not specifically listed in the bid. All quotes must contain the list price, the discount percentage and the discounted price.	✓	

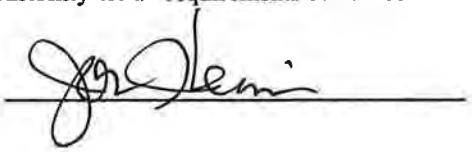
APPENDIX F
BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: 

See attached Bidder Pricing Form in BidNet Direct, Safety Toe and Protective Footwear Bidder Pricing Form 2022.xlsx. Complete, sign and attach to bid response.

CITY OF HUNTSVILLE BIDDER PRICING FORM
SAFETY TOE AND PROTECTIVE FOOTWEAR - BID# 41-2022-83-1

LINE REF #	ITEM DESCRIPTION OR EQUAL	STYLE #	M/F	CATALOG PAGE #	ITEM #	SIZES	UOM	UNIT PRICE
1	Irish Setter Waterproof Steel Square Toe, Electrical Hazard, Brown Leather Upper	83912	M	66	83,912	See Catalog	EA	$176.00
2	WORX Waterproof Pull-On Steel Toe Boot, Electrical Hazard, Brown Leather Upper	5700	M	SUP1	5,702	See Catalog	EA	$130.00
3	Irish Setter Waterproof Pull-On Aluminum Toe Boot, Electrical Hazard, Brown Leather Upper	83906	M	68	86,906	See Catalog	EA	$176.00
4	Irish Setter Waterproof 6" Lace Steel Toe Boot, Electrical Hazard, Brown Leather Upper	83618	M	41	83,618	See Catalog	EA	$130.00
5	Irish Setter Waterproof Steel Square Toe, Electrical Hazard, Brown/Black Leather Upper	83938	M	67	83,938	See Catalog	EA	$169.00
6	Irish Setter Waterproof Pull-On Non-Metallic Toe Boot, Electrical Hazard, Gray Nylon/Leather Upper	83936	M	66	83,936	See Catalog	EA	$169.00
7	WORX Romeo Slip-On Steel Toe, Electrical Hazard, Brown Leather Upper	5425	M	46	5,425	See Catalog	EA	$130.00
8	WORX Waterproof 6" Lace Steel Toe Boot, Electrical Hazard, Brown Leather Upper	5606	M	45	5,606	See Catalog	EA	$144.00
9	WORX 6" Lace Steel Toe Boot, Electrical Hazard, Brown Leather Upper	5422	M	46	5,422	See Catalog	EA	$119.00
10	WORX Waterproof 6" Lace/Zip Non-Metallic Toe Boot, Electrical Hazard, Black Leather Upper	5611	M	45	5,611	See Catalog	EA	$139.00
11	WORX Low Top Athletic Aluminum Toe, Electrical Hazard, Black/Gray Nylon Upper	5010	M	27	5,027	See Catalog	EA	$109.00
12	WORX Chukka Lace Steel Toe Boot, Electrical Hazard, Black Leather Upper	5501	M	18	6,513	See Catalog	EA	$89.00
13	Irish Setter Waterproof 6" Lace Aluminum Toe Boot, Electrical Hazard, Brown Leather Upper	83614	M	41	83,614	See Catalog	EA	$130.00
14	Irish Setter 6" Lace Steel Toe Boot, Electrical Hazard, Brown Leather Upper	83608	M	44	83,608	See Catalog	EA	$119.00
15	Irish Setter Waterproof 8" Lace Steel Toe Boot, Electrical Hazard, Brown Leather Upper	83852	M	54	2,233	See Catalog	EA	$149.00
16	WORX 6" Lace Steel Toe Boot, Electrical Hazard, Brown Leather Upper, King Toe	5605	M	47	5,605	See Catalog	EA	$116.00
17	WORX 6" Lace/Zip Non-Metallic Toe Boot, Electrical Hazard, Black Leather Upper	5629	M	18	6,513	See Catalog	EA	$89.00
18	Red Wing Low Athletic Aluminum Toe, Electrical Hazard, Black/Orange Nylon Upper	6338	M	27	5,027	See Catalog	EA	$109.00
19	Red Wing 5" Lace Aluminum Toe Boot, Electrical Hazard, Brown Leather Upper	6692	M	18	5,406	See Catalog	EA	$119.00
20	Red Wing 6" Lace Aluminum Toe Boot, Electrical Hazard, Brown Leather Upper	2205	M	46	5,422	See Catalog	EA	$119.00
21	Irish Setter Pull-On Steel Toe Boot, Electrical Hazard, Brown Leather Upper	83908	M	69	83,958	See Catalog	EA	$155.00
22	Irish Setter 6" Lace Aluminum Toe Boot, Electrical Hazard, Brown Leather Upper	83606	M	38	2,235	See Catalog	EA	$159.00
23	Irish Setter Waterproof Logger Steel Toe Boot, Electrical Hazard, Black Leather Upper	83836	M	61	83,836	See Catalog	EA	$130.00
24	Irish Setter Waterproof 6" Lace Non-Metallic Toe Boot, Electrical Hazard, Brown Leather Upper	83632	M	43	83,632	See Catalog	EA	$169.00
25	WORX Low Top Lace Non-Metallic Toe, Electrical Hazard, Black Leather Upper	6550	M	16	6,550	See Catalog	EA	$89.00
26	Red Wing Low Slip-On Non-Metallic Toe, Static Dissipative, Brown Leather Upper	6705	M	11	6,705	See Catalog	EA	$129.00
27	Irish Setter Waterproof Soft Toe Tactical Boot, Scent Ban, Black Leather Upper	832	M	18	6,513	See Catalog	EA	$89.00
28	WORX Slip-On Non-Metallic Toe Shoe, Electrical Hazard, Brown Leather Upper	6558	M	16	6,558	See Catalog	EA	$89.00
29	Red Wing Low Lace-Up Non-Metallic Toe, Static Dissipative, Brown Leather Upper	6708	M	15	83,114	See Catalog	EA	$125.00
30	Irish Setter Waterproof Pull-On Soft Toe Boot, Electrical Hazard, Brown Leather Upper	83907	M	68	83,907	See Catalog	EA	$169.00
31	Red Wing 6" Lace Non-Metallic Toe Boot, Electrical Hazard, Brown Leather Upper, King Toe	2235	M	39	2,245	See Catalog	EA	$149.00
32	WORX Low Lace Steel Toe Athletic, Electrical Hazard, Black/Gray/Red Nylon Upper	5027	M	27	5,027	See Catalog	EA	$109.00
33	WORX Chukka Lace Steel Toe Boot, Electrical Hazard, Brown Leather Upper	5406	M	18	5,406	See Catalog	EA	$119.00
34	Red Wing Waterproof 6" BOA Lace Non-Metallic Toe, Electrical Hazard, Brown Leather Upper	4216	M	45	5,606	See Catalog	EA	$144.00
35	Red Wing Waterproof 6" Lace Non-Metallic Toe Boot, Electrical Hazard, Brown Leather Upper, King Toe	2240	M	35	2,240	See Catalog	EA	$176.00
36	Red Wing 6" Lace Non-Metallic Toe Boot, Electrical Hazard, Black Leather Upper, King Toe	2234	M	38	2,234	See Catalog	EA	$159.00

ORIGINAL

CITY OF HUNTSVILLE BIDDER PRICING FORM
SAFETY TOE AND PROTECTIVE FOOTWEAR - BID# 41-2022-83-1

LINE REF #	ITEM DESCRIPTION OR EQUAL	STYLE #	M/F	CATALOG PAGE #	ITEM #	SIZES	UOM	UNIT PRICE
37	Red Wing Waterproof 6" BOA Lace Non-Metallic Toe, Electrical Hazard, Brown Leather Upper, King Toe	2298	M	35	2,240	See Catalog	EA	$169.00
38	WORX Waterproof Pull-On Steel Toe Boot, Electrical Hazard, Brown Leather Upper	5702	M	SUP1	5,702	See Catalog	EA	$130.00
39	WORX Low Athletic Aluminum Toe, Electrical Hazard, Blue/Gray Nylon Upper	5108	F	81	5,108	See Catalog	EA	$99.00
40	WORX Chukka Lace Steel Toe, Electrical Hazard, Brown Leather Upper	5120	F	85	5,126	See Catalog	EA	$116.00
41	WORX Low Athletic Steel Toe, Electrical Hazard, Multicolor Nylon Upper	5157	F	81	5,108	See Catalog	EA	$99.00
42	WORX Low Athletic Steel Toe, Electrical Hazard, Black Nylon Upper	5159	F	81	5,108	See Catalog	EA	$99.00
43	WORX Oxford Lace Steel Toe, Static Dissipative, Brown Leather Upper	5145	F	83	5,145	See Catalog	EA	$116.00
44	Red Wing Waterproof 6" Lace-Up Non-Metallic Toe, Electrical Hazard, Brown Leather Upper	2346	F	77	2,327	See Catalog	EA	$130.00
45	Red Wing Chukka Lace Aluminum Toe, Static Dissipative, Brown Leather Upper	2035	F	77	2,035	See Catalog	EA	$139.00
46	Red Wing Waterproof 6" BOA Lace Non-Metallic Toe, Electrical Hazard, Brown Leather Upper	2344	F	77	2,327	See Catalog	EA	$130.00
47	Red Wing Chukka Zipper Aluminum Toe, Electrical Hazard, Brown Leather Upper	2036	F	78	2,036	See Catalog	EA	$135.00
48	Red Wing Waterproof 6" Lace-Up Non-Metallic Toe, Electrical Hazard, Brown Leather Upper	2345	F	79	2,345	See Catalog	EA	$159.00

TOTAL BID: $6,310.00

DISCOUNT PERCENTAGE OFF CATALOG PRICE FOR ITEMS NOT LISTED: 20.0%

This Price Bid Form is hereby submitted by the undersigned:

Tri-County Shoes, Inc
Printed legal name of Bidder

John Klein, President
Printed name of individual/corporate officer/general partner/joint venturer AND Title

John Klein
Signature

3/26/2022
Date

IFB# 41-2022-83-1

BIDDER NOTES:

Warranties:

1. All **Red Wing** branded product will be warranted against workmanship and manufacturers defects for a period of up to 1 year from date of purchase. The first 6 months will be 100 % replacement. The remaining months MAY be prorated and will be determined on a case-by-case basis. Footwear must be brought into a Red Wing store. If it is determined that there is a defect, Red Wing will REPAIR or REPLACE the defective footwear.
2. All **Irish Setter** and **WORX** branded products will be warranted against workmanship and manufacturers defects for a period of up to 6 months. The first 3 months will be 100 % replacement. The remaining months MAY be prorated and will be determined on a case-by-case basis. Footwear must be brought into a Red Wing store. If it is determined that there is a defect, Red Wing will REPAIR or REPLACE the defective footwear.

Style Numbers:

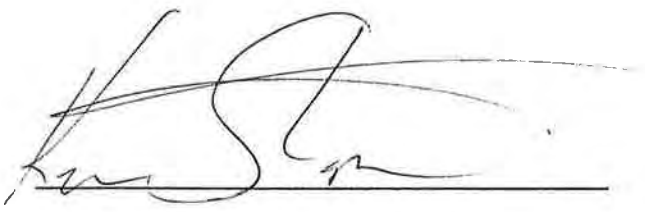
1. Our style numbers do not have commas in them. We could not edit the bidder pricing form to remove commas. I have included a separate list with style numbers, descriptions, sizes, bid prices and MSRP prices.

Quality:

1. All footwear provided by Red Wing will be of first quality. Red Wing will not substitute or sell factory seconds, defective or used footwear.

Thank you for the opportunity to bid,

Ken Stapler – General Manager



LINE REF#	ITEM DESCRIPTION	STYLE#	M/F	CATALOG PAGE#	SIZES	UOM	UNIT PRICE	MSRP
1	IRISH SETTER WATERPROOF SQUARE STEEL TOE LEATHER PULL ON BOOT EH	83912	M	66	D 8 - 16 / E2 8 - 14	EA	$ 176.00	$ 219.99
2	WORX WATERPROOF STEEL TO LEATHER PULL ON BOOT EH	5702	M	SUP1	M 7 - 14 / W2 8 - 14	EA	$ 130.00	$ 179.99
3	IRISH SETTER STEEL TOE WATERPROOF LEATHER PULL ON BOOT EH	83906	M	68	D 8 - 14 / E2 8 - 13	EA	$ 176.00	$ 219.99
4	IRISH SETTER 6" LACE UP WATERPROOF STEEL TOE LEATHER BOOT EH	83618	M	41	D 7 - 14 / E2 7 - 14	EA	$ 130.00	$ 164.99
5	IRISH SETTER WATERPROOF SQUARE STEEL TOE LEATHER PULL ON BOOT EH	83938	M	67	D 8 - 14 / E2 8 - 13	EA	$ 169.00	$ 219.99
6	IRISH SETTER NON-METALLIC TOE WATERPROOF LEATHER/CORDURA NYLON PULL ON BOOT EH	83936	M	66	D 8 - 14 / E2 8 - 14	EA	$ 169.00	$ 219.99
7	WORX ROMEO SLIP-ON STEEL TOE BOOT EH	5425	M	46	M 7 - 14 / W2 8 - 13	EA	$ 130.00	$ 164.99
8	WORX WATERPROOF 6" LACE-UP STEEL TOE LEATHER BOOT EH	5606	M	45	M 8 - 14 / W2 8 - 13	EA	$ 144.00	$ 179.99
9	WORX 6" LACE- UP STEEL TOE LEATHER BOOT EH	5422	M	46	M 7 - 14 / W2 8 - 14	EA	$ 119.00	$ 144.99
10	WORX WATERPROOF 6" LACE/ZIP NON-METALLIC TOE BLACK LEATHER BOOT EH	5611	M	45	M 7 - 14 / W2 8 - 13	EA	$ 139.00	$ 184.99
11	WORX LOW TOP ATHLETIC STYLE STEEL TOE LACE-UP SHOE	5027	M	27	M 7 - 14 / W2 8 - 14	EA	$ 109.00	$ 144.99
12	WORX CHUKKA LACE-UP NON-METALLIC TOE LEATHER BOOT EH	6513	M	18	M 5 - 16 / W2 8 - 13	EA	$ 89.00	$ 109.99
13	IRISH SETTER WATERPROOF 6" LACE-UP LEATHER STEEL TOE BOOT EH	83614	M	41	M 7 - 14 / W2 8 - 13	EA	$ 130.00	$ 169.99
14	IRISH SETTER 6" LACE UP STEEL TOE LEATHER BOOT EH	83608	M	44	M 7 - 14 / W2 7 - 14	EA	$ 119.00	$ 144.99
15	RED WING 8" LACE-UP LEATHER STEEL TOE BOOT EH MADE IN USA	2233	M	54	SEE CATALOG PG 54	EA	$ 149.00	$ 229.99
16	WORX 6" LACE- UP STEEL TOE KING TOE LEATHER BOOT EH	5605	M	47	M 7 - 14 / W2 8 - 14	EA	$ 116.00	$ 144.99
17	WORX CHUKKA LACE-UP NON-METALLIC TOE LEATHER BOOT EH	6513	M	18	M 5 - 16 / W2 8 - 13	EA	$ 89.00	$ 109.99
18	WORX LOW TOP ATHLETIC STYLE STEEL TOE LACE-UP SHOE	5027	M	27	M 7 - 14 / W2 8 - 14	EA	$ 109.00	$ 144.99
19	WORX CHUKKA LACE-UP STEEL TOE LEATHER BOOT EH	5406	M	18	M 7 - 14 / W2 8 - 14	EA	$ 119.00	$ 154.99
20	WORX 6" LACE- UP STEEL TOE LEATHER BOOT EH	5422	M	46	M 7 - 14 / W2 8 - 14	EA	$ 119.00	$ 144.99
21	IRISH SETTER PULL ON LEATHER STEEL TOE KING TOE BOOT EH	83958	M	69	D 6 - 15 / E2 7 - 14	EA	$ 155.00	$ 199.99
22	RED WING 6" LACE-UP LEATHER STEEL TOE KING TOE BOOT EH	2235	M	38	SEE CATALOG PG 38	EA	$ 159.00	$ 199.99
23	IRISH SETTER WATERPROOF LEATHER LOGGER STEEL TOE EH	83836	M	61	D 8 - 14 / E2 8 - 14	EA	$ 130.00	$ 174.99
24	IRISH SETTER WATERPROOF 6" LACE-UP LEATHER NON-METALLIC TOE BOOT EH	83632	M	43	D 6 - 15 / E2 7 - 14	EA	$ 169.00	$ 209.99
25	WORX LOW TOP LEATHER LACE-UP NON-METALLIC TOE EH	6550	M	16	M 7 - 15 / W2 8 - 15	EA	$ 89.00	$ 109.99
26	RED WING LOW TOP SLIP ON LEATHER SHOE NON-METALLIC TOE SD	6705	M	11	D 7 -15 / E2 7 - 13 / H 8 - 13	EA	$ 129.00	$ 164.99
27	WORX CHUKKA LACE-UP NON-METALLIC TOE LEATHER BOOT EH	6513	M	18	M 5 - 16 / W2 8 - 13	EA	$ 89.00	$ 109.99
28	WORX LOW TOP SLIP-ON LEATHER NON-METALLIC TOE EH	6558	M	16	M 7 - 14 / W2 8 - 13	EA	$ 89.00	$ 114.99
29	IRISH SETTER LOW TOP LACE-UP LEATHER ALUMINUM TOE SHOE EH	83114	M	15	D 8 - 14 / E2 8 - 13	EA	$ 125.00	$ 159.00
30	IRISH SETTER WATERPROOF SOFT TOE LEATHER PULL-ON BOOT EH	83907	M	68	D 8 - 14 / E2 8 - 13	EA	$ 169.00	$ 214.99
31	RED WING 6" LACE-UP LEATHER STEEL TOE BOOT EH MADE IN USA	2245	M	39	SEE CATALOG PG 39	EA	$ 149.00	$ 219.99
32	WORX LOW TOP ATHLETIC STYLE STEEL TOE LACE-UP SHOE	5027	M	27	M 7 - 14 / W2 8 - 14	EA	$ 109.00	$ 144.99
33	WORX CHUKKA LACE-UP STEEL TOE LEATHER BOOT EH	5406	M	18	M 7 - 14 / W2 8 - 14	EA	$ 119.00	$ 154.99
34	WORX WATERPROOF 6" LACE-UP STEEL TOE LEATHER BOOT EH	5606	M	45	M 8 - 14 / W2 8 - 13	EA	$ 144.00	$ 179.99
35	RED WING 6" LACE-UP LEATHER WATERPROOF NON-METALLIC TOE KING TOE BOOT EH	2240	M	35	SEE CATALOG PG 35	EA	$ 176.00	$ 219.99
36	RED WING 6" LACE-UP LEATHER STEEL TOE KING TOE BOOT EH	2234	M	38	D 7 -15 / E2 8 - 14 / H 8 - 14	EA	$ 159.00	$ 199.99
37	RED WING 6" LACE-UP LEATHER WATERPROOF NON-METALLIC TOE KING TOE BOOT EH	2240	M	35	SEE CATALOG PG 35	EA	$ 176.00	$ 219.99
38	WORX WATERPROOF STEEL TO LEATHER PULL ON BOOT EH	5702	M	SUP1	M 7 - 14 / W2 8 - 14	EA	$ 130.00	$ 179.99
39	WORX LOW TOP ATHLETIC STYLE ALUMINUM TOE LACE-UP SHOE EH	5108	W	81	M 5 - 11 / W 6 - 10	EA	$ 99.00	$ 134.99
40	WORX CHUKKA LACE-UP STEEL TOE LEATHER BOOT EH	5126	W	85	M 5 - 11 / W 6 - 10	EA	$ 116.00	$ 144.99
41	WORX LOW TOP ATHLETIC STYLE ALUMINUM TOE LACE-UP SHOE EH	5108	W	81	M 5 - 11 / W 6 - 10	EA	$ 99.00	$ 134.99
42	WORX LOW TOP ATHLETIC STYLE ALUMINUM TOE LACE-UP SHOE EH	5108	W	81	M 5 - 11 / W 6 - 10	EA	$ 99.00	$ 134.99
43	WORX OXFORD LACE-UP STEEL TOE LEATHER SHOE SD	5145	W	83	M 5 - 12 / W 6 - 11	EA	$ 116.00	$ 144.99
44	RED WING 5" LACE-UP LEATHER WATERPROOF STEEL TOE BOOT EH	2327	W	77	B 6 - 11 / D 6 - 10	EA	$ 130.00	$ 179.99
45	RED WING CHUKKA LACE-UP LEATHER ALUMINUM TOE BOOT SD	2035	W	77	B 6 - 11 / D 6 - 11	EA	$ 139.00	$ 179.99
46	RED WING 5" LACE-UP LEATHER WATERPROOF STEEL TOE BOOT EH	2327	W	77	B 6 - 11 / D 6 - 10	EA	$ 130.00	$ 179.99
47	RED WING CHUKKA ZIP-UP LEATHER ALUMINUM TOE BOOT EH	2036	W	78	B 6 - 11 / D 6 - 11	EA	$ 135.00	$ 179.99
48	RED WING WATERPROOF 6" LEATHER LACE-UP NON-METALLIC TOE BOOT EH	2345	W	79	B 6 - 11 / D 6 - 11	EA	$ 159.00	$ 209.99
							$6,317.00	$8,203.53

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): TRI-COUNTY SHOES, INC.
- City of Huntsville current taxpayer identification number (if available): 20597
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (*check appropriate box*)	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: 38547 ALABAMA
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: _____ Title (if applicable): PRESIDENT

Type or legibly write name: JOHN KLEIN Date: 3/22/2022

Alabama Secretary of State

Tri-County Shoes, Incorporated	
Entity ID Number	000 - 241 - 630
Entity Type	Domestic Corporation
Principal Address	MONTGOMERY, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	05/25/2005
Registered Agent Name	BUSINESS FILINGS INCORPORATED
Registered Office Street Address	2 NORTH JACKSON STREET, SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	Not Provided
Nature of Business	RETAILING SHOES/FOOTWEAR ACCESORIES
Capital Authorized	2,000
Capital Paid In	---
Incorporators	
Incorporator Name	BUSINESS FILINGS INCORPORATED
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	03/17/2010
Registered Agent Changed From	BUSINESS FILINGS INCORPORATED 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Scanned Documents	
Document Date / Type / Pages	05/25/2005 Certificate of Formation 3 pgs.
Document Date / Type / Pages	03/17/2010 Registered Agent Change 1 pg.

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

TRI-COUNTY SHOES, INC

Doing-Business-As Name of Proposer:

REDWING SHOE STORE

Principal Office Address:

6125 UNIVERSITY DR. STE C-8
HUNTSVILLE AL 35806

Telephone Number: 256-971-2727

Fax Number: 256-971-2747

Form of Business Entity [check one ("X")]

Corporation	X
Partnership	___
Individual	___
Joint Venture	___
Other (describe):	___

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 5/25/2005
Location of incorporation: ALABAMA
The corporation is held: Publicly ___ Privately X

Names and titles of corporate officers:

JOHN KLEIN PRESIDENT
MICHELLE KLEIN VICE PRESIDENT

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

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

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

_____

_____

_____

_____

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee — Yes _____ No X
If "Yes," Department _____

Member of Household City Employee — Yes _____ No X
If "Yes," Name (s) _____

Anyone associated with your company a City Employee — Yes _____ No X
If "Yes," Name (s) _____

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

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

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

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

4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

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

Signature of Proposer

JOHN KLEIN
Print or Type Name of Proposer

3/22/2022
Date

TRI-COUNTY SHOES, INC
Legal Name of Firm

6125 UNIVERSITY DR STE C-8
Mailing Address

HUNTSVILLE AL 35806
City State Zip Code

256-971-2727 256-971-2747
Phone Fax

rw55758@redwingshoes.com
Email Address

stores.redwing.com/huntsville-al
Website Address

E-Verify

Company ID Number: 325058

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

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

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

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

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

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

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

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

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

a. Scanning and uploading the document, or

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

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

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

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

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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

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

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

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

Company ID Number: 325058

Approved by:

Employer Tri-County Shoes, Inc	
Name (Please Type or Print) John F Klein	Title
Signature Electronically Signed	Date 05/05/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/05/2010

E-Verify

Company ID Number: 325058

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Tri-County Shoes, Inc
Company Facility Address	6125 University Dr C-8 Huntsville, AL 35806
Company Alternate Address	
County or Parish	MADISON
Employer Identification Number	202950144
North American Industry Classification Systems Code	448
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

Company ID Number: 325058

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

AL	1

E-Verify

Company ID Number: 325058

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

Name	John F Klein
Phone Number	2569712727
Fax	2569712747
Email	rwsshsv@gmail.com

Company ID Number: 325058

This list represents the first 20 Program Administrators listed for this company.

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 4/4/22
FROM: Kerri Bevilacqua **DEPT:** Water Pollution Control
BID #: 38-2022-80-1 **COMMODITY/SERVICE:** Sanitary Sewer Materials & Supplies

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Core & Main, LP

RECOMMENDATION: The department recommends awarding to the sole responsive bidder, Core & Main, LP.

DESCRIPTION	PRICE	UOM	COMMENT
Grand Total for All Items			$3,230,181.96
Discount % off List Price for Related Bid Items Not Listed	20%		
(See attached bidder pricing form for itemized pricing)			

INITIAL PURCHASE: As Needed
FUNDING SOURCE: Various
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.

Randall Stewart Digitally signed by Randall Stewart Date: 2022.04.04 10:37:27 -05'00'
Department Head Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.04.04 12:55:53 -05'00' 4/4/2022
Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Tommy Battle
Mayor
City of Huntsville, Alabama
Finance Department
Procurement Services Division

Invitation For Bids
SANITARY SEWER MATERIALS & SUPPLIES

Invitation for Bid #:	38-2022-80-1
Issue Date:	February 24, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	March 3, 2022 @ 2:00 PM - Mandatory 308 Fountain Circle, Huntsville, AL 35801 1st Floor, City Council Chambers
Deadline for Questions Date:	March 10, 2022 @ 5:00 PM All questions must be submitted in writing to larissa.schroeder@huntsvilleal.gov.
IFB Closing Date:	March 17, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	N/A
Procurement Services Contact:	LaRissa Schroeder larissa.schroeder@huntsvilleal.gov (256) 427-5058 (256) 427-5059 fax
City Internet Site:	www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	Sanitary Sewer Materials and Supplies Pricing Form 2022.xlsx Sanitary Sewer Materials and Supplies Appendix D Specs 2022.pdf
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Sanitary Sewer Materials & Supplies 2022

APPENDIX D
DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of materials the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

1. All deliveries shall be no more than six (6) weeks from receipt of the purchase order. If delivery is expected to be longer than six (6) weeks, a letter must be submitted to Water Pollution Control no later than one (1) week from receipt of the purchase order, stating the reasonable cause of delay and the expected delivery date. Repeatedly missing delivery deadlines for standard bid items shall result in termination of the bid.

VENDOR COMPLIANCE X YES _____ NO

2. Bidders are required to stock a minimum of two (2) of each size concrete manhole structures defined below within forty (40) miles of the City of Huntsville:
   - 48" x 48" Monolithic Base
   - 48" x 48" Riser Section
   - 48" x 36" Riser Section
   - 48" x 12" Riser Section
   - 48" x 48" Eccentric Cone
   - 48" x 24" Eccentric Cone

   Bidders are required to stock a minimum of ten (10) Adjustment Grade Rings Concrete in each size as defined on the Bidder Pricing Form, Section 1.10 within forty (40) miles of the City of Huntsville.

VENDOR COMPLIANCE X YES _____ NO

See separate file in BidNet Direct, Sanitary Sewer Materials and Supplies Appendix D Specs 2022.pdf

Please attach documentation to this bid indicating exceptions for any items that are not in compliance with the attached specifications. The Bidder's signature is required below indicating compliance with the attached specifications.

Bidder's signature below indicates compliance with all specifications of this bid (any exceptions to the specifications are attached to this bid):

Core and Main, LP
Printed legal name of Bidder

Terry Gibson - Sales
Printed name of individual/corporate officer/general partner/joint venturer AND Title

Signature

3-29-22
Date

APPENDIX F
BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: 1, 2, 3 & 4

See separate file in BidNet Direct, Sanitary Sewer Materials and Supplies Pricing Form 2022.xlsx

Bidder must complete, sign and submit this form with the bid response.

This Price Bid Form is hereby submitted by the undersigned:

Core and Main, LP	Terry Gibson
Printed legal name of Bidder	Printed name of individual/corporate officer/general partner/joint venturer AND Title
Signature	3-29-22
	Date

Invitation for Bid # 38-2022-80-1

SANITARY SEWER MATERIALS & SUPPLIES - BIDDER PRICING FORM

BID# 38-2022-80-1

ITEM #	DESCRIPTION	UNIT	UNIT COST
	1.0 Concrete Manholes, Wetwells, and Accessories		
1.01	**Pre-Cast Concrete Manhole Monolithic Base (6"min. thickness)**		
	48" Dia. X 24" Monolithic Base	Each	$787.510
	48" Dia. X 30" Monolithic Base	Each	$899.870
	48" Dia. X 36" Monolithic Base	Each	$1,084.500
	48" Dia. X 42" Monolithic Base	Each	$1,124.560
	48" Dia. X 48" Monolithic Base	Each	$1,325.260
	48" Dia. X 54" Monolithic Base	Each	$1,349.280
1.02	**Pre-Cast Concrete Manhole Riser**		
	48" Dia. X 12" Riser Section	Each	$240.760
	48" Dia. X 24" Riser Section	Each	$481.510
	48" Dia. X 36" Riser Section	Each	$722.260
	48" Dia. X 48" Riser Section	Each	$963.010
1.03	**Pre-Cast Concrete Eccentric Cone**		
	48" Dia. X 24" Eccentric Cone	Each	$481.510
	48" Dia. X 36" Eccentric Cone	Each	$722.260
1.04	**5'-0" Manhole Materials**		
	5'-0" X 48" Pre-Cast Concrete Manhole Monolithic Base (6" min. Thickness)	Each	$2,297.400
	5'-0" Dia. Pre-Cast Concrete Manhole Riser	/ VF	$371.710
	5'-0" Dia. Pre-Cast Concrete-Flat Top Slab	Each	$898.800
	Pre-Cast Invert for 5'-0" Manhole Base	Each	$590.000
	Rubber Gasket (Hamilton Kent) for 5'-0" Manhole Section	Each	$93.340
1.05	**6'-0" Manhole Materials**		
	6'-0" Dia. X 48" Pre-Cast Concrete Manhole Monolithic Base (6" min. Thickness)	Each	$3,488.110
	6'-0" Dia. Pre-Cast Concrete Manhole Riser	/ VF	$562.810
	6'-0" Dia. Pre-Cast Concrete – Flat Top Slab	Each	$1,236.910
	Rubber Gasket (Hamilton Kent) for 6'-0" Manhole Section	Each	$200.000
1.06	**Wet Wells**		
	7' Diameter X 72" Precast Wet Well (8" min thickness)	Each	$7,425.720
	7' Diameter Precast Wet Well Riser	/ VF	$898.560
	7' Diameter Precast Concrete Flat Top With 4'X4' Aluminum Hatch	Each	$6,282.710
	8' Diameter X 72" Precast Wet Well (9" min thickness)	Each	$10,804.990
	8' Diameter Precast Wet Well Riser	/ VF	$1,628.900
	8' Diameter Precast Conctere Flat top With 6'X4' Aluminum Hatch	Each	$11,623.310
	10' Diameter X 60" Precast Wet Well (11" min thickness)	Each	$23,054.270
	10' Diameter Precast Wet Well Riser	/ VF	$2,982.900
	10' Diameter Precast Concrete Flat Top With 6'X4' Aluminum Hatch	Each	$20,507.950
	12' Diameter X 48" Precast Wet Well (12" min thickness)	Each	$39,210.790
	12' Diameter Precast Wet Well Riser	/ VF	$6,398.460
	12' Diameter Precast Concrete Flat Top With 8'X5' Aluminum Hatch	Each	$31,378.260
	12'x6'x3' (ID) Vault Base w/Floor 12'x6'x3' (ID) Monolithic Vault Top w/(3EA) 36"x36" Access Hatches	Each	$20,077.070
1.07	**Valve Vaults**		
	4'x4'x4' Precast Vault With 4x4 Aluminum Hatch	Each	$5,018.580
	6'x4'x5' Precast Vault With 6x4 Aluminum Hatch	Each	$6,487.150
	8'x5'x5.5' Precast Vault With 6x4 Aluminum Hatch	Each	$7,248.580
	10'x6'x6' Precast Vault With 8x5 Aluminum Hatch	Each	$11,627.150
	Northpoint 2.5'x5'x2.5' Vault	Each	$2,770.520
1.08	**Flexible Manhole Connectors**		

	Flexible Manhole Connectors (Boot) for 4-inch PVC	Each	$153.850
	Flexible Manhole Connectors (Boot) for 6-inch PVC or DI	Each	$153.850
	Flexible Manhole Connectors (Boot) for 8-inch PVC or DI	Each	$153.850
	Flexible Manhole Connectors (Boot) for 10-inch PVC or DI	Each	$192.310
	Flexible Manhole Connectors (Boot) for 12-inch PVC or DI	Each	$207.700
	Flexible Manhole Connectors (Boot) for 15-inch PVC or DI	Each	$253.850
	Flexible Manhole Connectors (Boot) for 16-inch PVC or DI	Each	$269.240
	Flexible Manhole Connectors (Boot) for 18-inch PVC or Di	Each	$307.700
	Flexible Manhole Connectors (Boot) for 20-inch PVC or Di	Each	$384.620
	Flexible Manhole Connectors (Boot) for 24-inch PVC or DI	Each	$538.470
1.09	**Adjustment Grade Rings Concrete**		
	Height 3.0"	Each	$179.500
	Height 4.0"	Each	$205.130
	Height 6.0"	Each	$256.420
	Link Seal LS-360-SS	Each	$21.000
1.10	**Adjustment Grade Rings HDPE**		
	Height 1.25"	Each	$76.930
	Height 1.5"	Each	$76.930
	Height 2.0"	Each	$76.930
	Height 4.0"	Each	$76.930
1.11	**Concrete Manhole Adapters**		
	4"	Each	$9.060
	6"	Each	$15.690
	8"	Each	$20.790
	10"	Each	$25.750
	12"	Each	$29.220
1.12	**MH Drop Bowl Assemblies**		
	4"	Each	$656.420
	6"	Each	$707.270
	8"	Each	$875.600
1.13	**Misc MH Items**		
	Cement-based Waterproof Lining (Theroseal or equal)	/ VF	$266.670
	Mastic Sealant, 1" Dia. Butylu sealant, CS-231 or equal	/ 14 ft. roll	$25.000
	48" Dia. Flat top w/cast in Huntsville R&C	Each	$2,500.000
	Pre-Cast Invert for 4'-0" Manhole Base	Each	$500.000
	Rubber Gasket (Hamilton Kent) for 4'-0" Manhole Section	Each	$60.000
	Manhole Steps	Each	$20.770
	Reliner B Drop Bowl 8 Outlt	Each	$302.670
	Reliner 8" Clamp for SDR35	Each	$134.790
	Anchor Assembly for Drop Bowl	Each	$3.490
	EZ-Wrap Joint Wrap 12"x50' Butyl wPlastic Backing	Each	$208.340
	EZ-Wrap Spray Adhesive 24oz	Each	$34.590
	4' Dia Flat Top 30"x30" Hatch	Each	$3,700.000
	5' Dia Flat Top 86"x86" Hatch	Each	$6,202.670
	6' Dia Flat Top 86"x86" Hatch	Each	$7,104.140
	2.0 Polyvinyl Chloride (PVC) Piping & Accessories		
2.01	**PVC SDR 26 Pipe 14 FT Length Gasketed**		
	4" PVC Pipe	LF	$5.050
	6" PVC Pipe	LF	$11.300
	8" PVC pipe	LF	$20.450
	10" PVC pipe	LF	$31.840
	12" PVC pipe	LF	$45.770
2.02	**PVC SCH 40 Pipe 20 FT Length**		

	1.5" PVC Pipe	LF	$1.990
	2" PVC Pipe	LF	$2.590
	3" PVC Pipe	LF	$5.250
	4" PVC Pipe	LF	$8.310
2.03	**PVC SDR 26 Fittings**		
	6" SDR Cap (glue)	Each	$32.840
	6" SDR Cap (gasket)	Each	$61.920
	6" SDR Tee-Wye with 4" Sch 40 Gasketed Outlet	Each	$107.170
	6" SDR Wye with 4" Sch 40 Gasketed Outlet	Each	$144.650
	6" SDR 22.5 Bend (glue)	Each	$55.670
	6" SDR 22.5 Bend (gasket)	Each	$81.870
	6" SDR 45 Bend (glue)	Each	$55.670
	6" SDR 45 Bend (gasket)	Each	$60.070
	6" SDR 90 Bend (glue)	Each	$61.340
	6" SDR 90 Bend (gasket)	Each	$63.790
	8" SDR Cap (gasketed)	Each	$101.420
	8" SDR Tee-Wye with 4" Sch 40 Gasketed Outlet	Each	$120.190
	8" SDR Tee-Wye with 6" Sch 40 Gasketed Outlet	Each	$186.600
	8" SDR Wye with 4" Sch 40 Gasketed Outlet	Each	$143.370
	8" SDR Wye with 6" Sch 40 Gasketed Outlet	Each	$172.190
	10" SDR Cap (gasketed)	Each	$195.420
	10" SDR Tee-Wye with 4" Sch 40 Gasketed Outlet	Each	$445.550
	10" SDR Tee-Wye with 6" Sch 40 Gasketed Outlet	Each	$455.420
	10" SDR Wye with 4" Sch 40 Gasketed Outlet	Each	$402.820
	10" SDR Wye with 6" Sch 40 Gasketed Outlet	Each	$434.070
	12" SDR Cap (gasketed)	Each	$307.390
	12" SDR Tee-Wye with 4" Sch 40 Gasketed Outlet	Each	$573.240
	12" SDR Tee-Wye with 6" Sch 40 Gasketed Outlet	Each	$617.160
	12" SDR Wye with 4" Sch 40 Gasketed Outlet	Each	$528.920
	12" SDR Wye with 6" Sch 40 Gasketed Outlet	Each	$560.720
	4" SDR26XDWV ADPT G944 SPXHUB	Each	$23.720
2.04	**PVC SCH 40 Fittings**		
	4" 22.5 bend (1/16 bend) HxH	Each	$13.040
	4" 22.5 Street Bend (1/16 bend) HxS	Each	$18.690
	4" 45 bend (1/8 bend) HxH	Each	$13.640
	4" 45 Street Bend (1/8 bend) HxS	Each	$12.340
	4" coupling	Each	$7.740
	4" cleanout DWV C/O Adapt HxF	Each	$10.640
	4" cleanout plug DWV C/O plug	Each	$5.050
	4" cleanout plug DWV C/O flush mount plug	Each	$6.590
	4" Wye	Each	$30.290
	4" Tee	Each	$23.220
	4" Cap	Each	$11.740
	6" 22.5 bend (1/16 bend) HxH	Each	$78.470
	6" 22.5 Street Bend (1/16 bend) HxS	Each	$138.210
	6" 45 bend (1/8 bend) HxH	Each	$60.070
	6" 45 Street Bend (1/8 bend) HxS	Each	$70.410
	6" coupling	Each	$26.720
	6" cleanout DWV C/O Adapt HxF	Each	$35.710
	6" cleanout plug DWV C/O plug	Each	$16.770
	6" cleanout plug DWV C/O flush mount plug	Each	$30.190
	6" Wye	Each	$93.720
	6" Tee	Each	$105.920

	6" Cap	Each	$28.170
	3.0 High-density Polyethylene (HDPE) Piping & Accessories		
3.01	**HDPE Pipe DIPS DR17**		
	4" HDPE Pipe DIPS & Black w/t Green Stripe	LF	$5.470
	6" HDPE Pipe DIPS & Black w/t Green Stripe	LF	$10.450
	8" HDPE Pipe DIPS & Black w/t Green Stripe	LF	$18.140
	10" HDPE Pipe DIPS & Black w/t Green Stripe	LF	$27.290
	12" HDPE Pipe DIPS & Black w/t Green Stripe	LF	$38.670
	16" HDPE Pipe DIPS & Black w/t Green Stripe	LF	$69.720
	4.0 Ductile Iron Pipe (DIP) Fittings & Accessories		
4.01	**3" Ductile Iron Fittings**		
	3" MJ 11.25 Bend	Each	$66.900
	3" MJ 22.5 Bend	Each	$74.150
	3" MJ 45 Bend	Each	$81.350
	3" MJ 90 Bend	Each	$91.880
	3" MJ Tee	Each	$122.500
	3" MJ Wye	Each	$202.080
	3" MJ Cap	Each	$46.240
	3" MJ Long Sleeve	Each	$90.770
	3" Mega Lug	Each	$30.580
	3" Split Mega Lug	Each	$65.540
	3" PVC/HDPE Mega Lug	Each	$37.110
	3" MJ Standard Acc Set	Each	$26.430
	3" MJ Standard Gasket	Each	$8.820
	3" MJ Transition Gasket	Each	$11.750
	3" FL 11.25 Bend	Each	$83.360
	3" FL 22.5 Bend	Each	$227.260
	3" FL 45 Bend	Each	$178.970
	3" FL 90 Bend	Each	$213.720
	3" FL Tee	Each	$307.800
	3" FL Wye	Each	$441.630
	3" FL Blind Flange	Each	$69.370
	3" Mega Flange	Each	$87.020
	3" SS FL Pack	Each	$79.070
	3" Transition Acc Sets	Each	$23.130
	3" FL Pack	Each	$9.830
	3" Uni Flange	Each	$41.310
4.02	**4" Ductile Iron Fittings**		
	4" MJ 11.25 Bend	Each	$66.900
	4" MJ 22.5 Bend	Each	$74.150
	4" MJ 45 Bend	Each	$86.780
	4" MJ 90 Bend	Each	$91.880
	4" MJ Tee	Each	$122.500
	4" MJ Wye	Each	$215.550
	4" MJ Cap	Each	$49.320
	4" MJ Long Sleeve	Each	$96.820
	4" X 6" MJ Reducer	Each	$95.910
	4" Split Mega Lug	Each	$74.330
	4" PVC/HDPE Mega Lug	Each	$40.020
	4" Bell Joint Leak Clamp	Each	$172.470
	4" Mega Lug	Each	$32.600
	4" MJ Standard Acc Set	Each	$27.400
	4" MJ Standard Gasket	Each	$8.230

	4" MJ Transition Gasket	Each	$11.880
	4" MJ Fat Daddy Gasket (SDR 35)	Each	$11.740
	4" FL 11.25 Bend	Each	$232.100
	4" FL 22.5 Bend	Each	$232.100
	4" FL 45 Bend	Each	$168.440
	4" FL 90 Bend	Each	$213.720
	4" FL Tee	Each	$307.800
	4" FL Wye	Each	$441.630
	4" Blind Flange	Each	$73.990
	4" Mega Flange	Each	$111.390
	4" SS FL Pack	Each	$170.000
	4" X 6" FL Reducer	Each	$313.290
	4" Transition Acc Sets	Each	$28.320
	4" FL Pack	Each	$16.340
	4" Uni Flange	Each	$55.840
	4" MJ X Flange Adapter	Each	$103.730
	4" Onyx PSW Series Pressure Sensor	Each	$846.670
4.03	**6" Ductile Iron Fittings**		
	6" MJ 11.25 Bend	Each	$112.030
	6" MJ 22.5 Bend	Each	$108.810
	6" MJ 45 Bend	Each	$135.180
	6" MJ 90 Bend	Each	$145.060
	6" MJ Tee	Each	$208.730
	6" MJ Wye	Each	$311.460
	6" MJ Cap	Each	$65.770
	6" X 4" MJ Reducer	Each	$95.910
	6" MJ Long Sleeve	Each	$144.310
	6" Mega Lug	Each	$38.350
	6" Split Mega Lug	Each	$105.200
	6" PVC/HDPE Mega Lug	Each	$48.500
	6" Bell Joint Leak Clamp	Each	$189.920
	6" MJ Standard Acc Set	Each	$31.980
	6" MJ Standard Gasket	Each	$8.230
	6" MJ Transition Gasket	Each	$12.790
	6" MJ Fat Daddy Gasket (SDR 35)	Each	$14.670
	6" FL 11.25 Bend	Each	$327.190
	6" FL 22.5 Bend	Each	$338.480
	6" FL 45 Bend	Each	$244.990
	6" FL 90 Bend	Each	$315.110
	6" FL Tee	Each	$461.240
	6" FL Wye	Each	$688.230
	6" Blind Flange	Each	$126.960
	6" X 4" FL Reducer	Each	$313.290
	6" Mega Flange	Each	$163.550
	6" SS FL Pack	Each	$243.340
	6" Transition Acc Sets	Each	$33.810
	6" FL Pack	Each	$31.000
	6" Uni Flange	Each	$60.150
	6" X 4" MJ Tee	Each	$186.170
	6" X 4" MJ Wye	Each	$256.660
	6" MJ X Flange Adapter	Each	$130.620
	6" Onyx PSW Series Pressure Sensor	Each	$966.670

4.04	8" Ductile Iron Fittings		
	8" MJ 11.25 Bend	Each	$150.710
	8" MJ 22.5 Bend	Each	$165.220
	8" MJ 45 Bend	Each	$190.900
	8" MJ 90 Bend	Each	$211.150
	8" MJ Tee	Each	$309.460
	8" MJ Wye	Each	$621.070
	8" MJ Cap	Each	$103.220
	8" X 4" MJ Reducer	Each	$147.060
	8" X 4" MJ Tee	Each	$215.180
	8" X 4" MJ Wye	Each	$423.790
	8" X 6" MJ Tee	Each	$261.110
	8" X 6" MJ Wye	Each	$507.820
	8" MJ Long Sleeve	Each	$187.240
	8" Mega Lug	Each	$58.550
	8" Split Mega Lug	Each	$129.460
	8" PVC/HDPE Mega Lug	Each	$71.770
	8" Bell Joint Leak Clamp	Each	$262.720
	8" MJ Standard Acc Set	Each	$37.460
	8" MJ Standard Gasket	Each	$9.140
	8" MJ Transition Gasket	Each	$18.270
	8" MJ Fat Daddy Gasket (SDR 35)	Each	$19.070
	8" FL 11.25 Bend	Each	$510.130
	8" FL 22.5 Bend	Each	$510.130
	8" FL 45 Bend	Each	$405.370
	8" FL 90 Bend	Each	$571.750
	8" FL Tee	Each	$1,103.310
	8" FL Wye	Each	$1,165.310
	8" Blind Flange	Each	$189.980
	8" X 6" FL Reducer	Each	$373.560
	8" Mega Flange	Each	$258.480
	8" SS FL Pack	Each	$249.400
	8" Transition Acc Sets	Each	$40.190
	8" FL Pack	Each	$34.870
	8" Uni Flange	Each	$83.550
	8" MJ X Flange Adapter	Each	$278.580
	8" Onyx PSW Series Pressure Sensor	Each	$1,300.000
4.05	10" Ductile Iron Fittings		
	10" MJ 11.25 Bend	Each	$232.150
	10" MJ 22.5 Bend	Each	$222.250
	10" MJ 45 Bend	Each	$275.830
	10" MJ 90 Bend	Each	$346.320
	10" MJ Tee	Each	$510.720
	10" MJ Wye	Each	$875.900
	10" X 6" MJ Tee	Each	$382.850
	10" X 6" MJ Wye	Each	$601.900
	10" MJ Cap	Each	$149.790
	10" X 4" MJ Reducer	Each	$179.940
	10" X 4" MJ Tee	Each	$317.390
	10" X 4" MJ Wye	Each	$557.140
	10" X 6" MJ Reducer	Each	$197.280
	10" X 8" MJ Reducer	Each	$221.030

	10" MJ Long Sleeve	Each	$279.480
	10" Mega Lug	Each	$86.640
	10" Split Mega Lug	Each	$174.360
	10" PVC/HDPE Mega Lug	Each	$135.700
	10" Bell Joint Leak Clamp	Each	$329.360
	10" MJ Standard Acc Set	Each	$51.150
	10" MJ Standard Gasket	Each	$12.790
	10" MJ Transition Gasket	Each	$21.020
	10" MJ Fat Daddy Gasket (SDR 35)	Each	$22.000
	10" FL 11.25 Bend	Each	$710.130
	10" FL 22.5 Bend	Each	$713.930
	10" FL 45 Bend	Each	$718.490
	10" FL 90 Bend	Each	$951.760
	10" FL Tee	Each	$1,531.990
	10" FL Wye	Each	$1,904.300
	10" X 6" FL Reducer	Each	$513.760
	10" X 8" FL Reducer	Each	$633.250
	10" FL Blind Flange	Each	$235.950
	10" Mega Flange	Each	$366.620
	10" SS FL Pack	Each	$658.870
	10" Transition Acc Sets	Each	$55.720
	10" FL Pack	Each	$77.400
	10" Uni Flange	Each	$150.060
	10" MJ X Flange Adapter	Each	$279.060
	10" Onyx PSW Series Pressure Sensor	Each	$1,886.670
4.06	**12" Ductile Iron Fittings**		
	12" MJ 11.25 Bend	Each	$320.440
	12" MJ 22.5 Bend	Each	$337.940
	12" MJ 45 Bend	Each	$421.490
	12" MJ 90 Bend	Each	$500.820
	12" MJ Tee	Each	$643.900
	12" MJ Wye	Each	$1,041.200
	12" X 6" MJ Tee	Each	$462.760
	12" X 6" MJ Wye	Each	$862.190
	12" MJ Cap	Each	$168.440
	12" X 4" MJ Wye	Each	$827.480
	12" X 8" MJ Reducer	Each	$283.140
	12" X 10" MJ Reducer	Each	$302.930
	12" MJ Long Sleeve	Each	$377.220
	12" Mega Lug	Each	$126.060
	12" Split Mega Lug	Each	$260.800
	12" PVC/HDPE Mega Lug	Each	$142.600
	12" Bell Joint Leak Clamp	Each	$357.270
	12" MJ Standard Acc Set	Each	$55.720
	12" MJ Standard Gasket	Each	$14.620
	12" MJ Transition Gasket	Each	$22.840
	12" MJ Fat Daddy Gasket	Each	$10.790
	12" FL 11.25 Bend	Each	$1,054.150
	12" FL 22.5 Bend	Each	$1,058.720
	12" FL 125 Bend	Each	$1,073.170
	12" FL 90 Bend	Each	$1,362.760
	12" FL Tee	Each	$2,134.790

	12" FL Wye	Each	$2,009.080
	12" X 8" FL Reducer	Each	$880.840
	12" X 10" FL Reducer	Each	$1,029.920
	12" Blind Flange	Each	$349.820
	12" Mega Flange	Each	$470.020
	12" SS FL Pack	Each	$662.870
	12" Transition Acc Sets	Each	$59.380
	12" FL Pack	Each	$81.480
	12" Uni Flange	Each	$175.030
	12" MJ X Flange Adapter	Each	$411.000
	12" Bell JT Rep	Each	$357.270
	12" Bell JT Rep Clp	Each	$357.270
	12" Onyx PSW Series Pressure Sensor	Each	$2,820.000
4.07	**14" Ductile Iron Fittings**		
	14" MJ 11.25 Bend	Each	$507.120
	14" MJ 22.5 Bend	Each	$475.340
	14" MJ 45 Bend	Each	$633.940
	14" MJ 90 Bend	Each	$601.230
	14" MJ Tee	Each	$801.240
	14" MJ Wye	Each	$1,486.360
	14" MJ Cap	Each	$204.480
	14" MJ Long Sleeve	Each	$565.020
	14" Mega Lug	Each	$151.460
	14" Split Mega Lug	Each	$476.780
	14" PVC/HDPE Mega Lug	Each	$205.550
	14" Bell Joint Leak Clamp	Each	$1,065.340
	14" MJ Standard Acc Set	Each	$84.780
	14" MJ Standard Gasket	Each	$27.400
	14" FL 11.25 Bend	Each	$713.260
	14" FL 22.5 Bend	Each	$703.870
	14" FL 145 Bend	Each	$654.980
	14" FL 90 Bend	Each	$813.380
	14" FL Tee	Each	$1,503.210
	14" FL Wye	Each	$1,901.220
	14" Blind Flange	Each	$468.760
	14" Mega Flange	Each	$630.880
	14"SS FL Pack	Each	$616.670
	14" FL Pack	Each	$76.770
	14" Uni Flange	Each	$301.470
	14" MJ X Flange Adapter	Each	$403.550
4.08	**16" Ductile Iron Fittings**		
	16" MJ 11.25 Bend	Each	$798.220
	16" MJ 22.5 Bend	Each	$798.220
	16" MJ 45 Bend	Each	$832.100
	16" MJ 90 Bend	Each	$1,038.580
	16" MJ Tee	Each	$1,566.510
	16" MJ Wye	Each	$2,789.760
	16" X 6" MJ Tee	Each	$1,098.040
	16" X 6" MJ Wye	Each	$1,453.650
	16" MJ Cap	Each	$439.170
	16" MJ Long Sleeve	Each	$835.710
	16" Mega Lug	Each	$245.550

	16" Split Mega Lug	Each	$642.960
	16" PVC/HDPE Mega Lug	Each	$287.690
	16" Bell Joint Leak Clamp	Each	$1,384.980
	16" MJ Standard Acc Set	Each	$94.990
	16" MJ Standard Gasket	Each	$24.670
	16" FL 11.25 Bend	Each	$1,991.350
	16" FL 22.5 Bend	Each	$2,087.530
	16" FL 45 Bend	Each	$1,643.290
	16" FL 90 Bend	Each	$3,753.800
	16" FL Tee	Each	$4,861.340
	16" FL Wye	Each	$6,168.470
	16" Blind Flange	Each	$861.670
	16" Mega Flange	Each	$1,101.700
	16" SS FL Pack	Each	$842.450
	16" FL Pack	Each	$116.320
	16" Uni Flange	Each	$498.500
	16" MJ X Flange Adapter	Each	$643.490
	16" Onyx PSW Series Pressure Sensor	Each	$4,726.670
4.09	**18" Ductile Iron Fittings**		
	18" MJ 11.25 Bend	Each	$1,196.950
	18" MJ 22.5 Bend	Each	$1,088.790
	18" MJ 45 Bend	Each	$1,098.170
	18" MJ 90 Bend	Each	$1,419.140
	18" MJ Tee	Each	$2,581.560
	18" MJ Wye	Each	$6,270.280
	18" MJ Cap	Each	$567.480
	18" MJ Long Sleeve	Each	$989.290
	18" Mega Lug	Each	$326.080
	18" Split Mega Lug	Each	$764.120
	18" PVC/HDPE Mega Lug	Each	$363.970
	18" Bell Joint Leak Clamp	Each	$1,433.280
	18" MJ Standard Acc Set	Each	$163.500
	18" MJ Standard Gasket	Each	$33.810
	18" FL 11.25 Bend	Each	$1,933.360
	18" FL 22.5 Bend	Each	$2,189.580
	18" FL 45 Bend	Each	$2,091.250
	18" FL 90 Bend	Each	$4,367.430
	18" FL Tee	Each	$6,540.680
	18" FL Wye	Each	$7,509.410
	18" Blind Flange	Each	$872.480
	18" Mega Flange	Each	$1,039.120
	18" SS FL Pack	Each	$1,160.710
	18" FL Pack	Each	$274.650
	18" Uni Flange	Each	$444.980
	18" MJ X Flange Adapter	Each	$953.470
	18" Bell JT Rep	Each	$1,433.280
4.10	**20" Ductile Iron Fittings**		
	20" MJ 11.25 Bend	Each	$1,354.870
	20" MJ 22.5 Bend	Each	$1,375.770
	20" MJ 45 Bend	Each	$1,296.460
	20" MJ 90 Bend	Each	$1,900.020
	20" MJ Tee	Each	$3,072.130

	20" MJ Wye	Each	$7,200.440
	20" MJ Cap	Each	$679.960
	20" MJ Long Sleeve	Each	$1,263.450
	20" Mega Lug	Each	$365.360
	20" Split Mega Lug	Each	$895.780
	20" PVC/HDPE Mega Lug	Each	$379.960
	20" Bell Joint Leak Clamp	Each	$1,284.360
	20" MJ Standard Acc Set	Each	$158.320
	20" MJ Standard Gasket	Each	$36.540
	20" FL 11.25 Bend	Each	$3,665.790
	20" FL 22.5 Bend	Each	$3,849.160
	20" FL 45 Bend	Each	$3,668.720
	20" FL 90 Bend	Each	$6,640.180
	20" FL Tee	Each	$7,599.180
	20" FL Wye	Each	$7,586.900
	20" Blind Flange	Each	$1,175.320
	20" Mega Flange	Each	$1,146.740
	20" SS FL Pack	Each	$1,380.740
	20" FL Pack	Each	$316.950
	20" Uni Flange	Each	$567.890
	20" MJ X Flange Adapter	Each	$1,139.600
4.11	**24" Ductile Iron Fittings**		
	24" MJ 11.25 Bend	Each	$1,667.080
	24" MJ 22.5 Bend	Each	$1,811.290
	24" MJ 45 Bend	Each	$1,877.630
	24" MJ 90 Bend	Each	$3,431.240
	24" MJ Tee	Each	$3,898.970
	24" MJ Wye	Each	$10,648.640
	24" MJ Cap	Each	$980.640
	24" MJ Long Sleeve	Each	$2,092.460
	24" Mega Lug	Each	$561.550
	24" Split Mega Lug	Each	$1,490.350
	24" PVC/HDPE Mega Lug	Each	$490.120
	24" Bell Joint Leak Clamp	Each	$1,453.330
	24" MJ Standard Acc Set	Each	$255.260
	24" MJ Standard Gasket	Each	$45.670
	24" FL 11.25 Bend	Each	$5,515.980
	24" FL 22.5 Bend	Each	$4,099.630
	24" FL 445 Bend	Each	$6,313.770
	24" FL 90 Bend	Each	$9,504.920
	24" FL Tee	Each	$9,572.700
	24" Blind Flange	Each	$2,450.140
	24" Mega Flange	Each	$1,398.360
	24" SS FL Pack	Each	$2,015.790
	24" FL Pack	Each	$469.370
	24" Uni Flange	Each	$725.640
	24" MJ X Flange Adapter	Each	$1,326.870
	24" Bell JT Rep	Each	$1,453.330
4.12	**30" Ductile Iron Fittings**		
	30" MJ 11.25 Bend	Each	$3,905.950
	30" MJ 22.5 Bend	Each	$4,342.910
	30" MJ 45 Bend	Each	$5,082.710

	30" MJ 90 Bend	Each	$3,559.430
	30" MJ Tee	Each	$5,744.510
	30" MJ Long Sleeve	Each	$4,436.650
	30" Mega Lug	Each	$1,132.570
	30" Split Mega Lug	Each	$2,264.450
	30" PVC/HDPE Mega Lug	Each	$1,098.250
	30" Bell Joint Leak Clamp	Each	$1,621.220
	30" MJ Standard Acc Set	Each	$426.150
	30" MJ Standard Gasket	Each	$106.870
	30" FL 11.25 Bend	Each	$6,200.290
	30" FL 22.5 Bend	Each	$6,100.470
	30" FL 45 Bend	Each	$8,917.460
	30" FL 90 Bend	Each	$11,578.670
	30" FL Tee	Each	$22,910.150
	30" FL Wye	Each	$32,515.160
	30" Blind Flange	Each	$4,813.750
	30" Mega Flange	Each	$1,819.060
	30" SS FL Pack	Each	$2,875.320
	30" FL Pack	Each	$600.160
	30" Uni Flange	Each	$1,535.890
	30" MJ X Flange Adapter	Each	$2,189.440
4.13	**36" Ductile Iron Fittings**		
	36" MJ 11.25 Bend	Each	$5,648.020
	36" MJ 22.5 Bend	Each	$6,612.060
	36" MJ 45 Bend	Each	$7,502.490
	36" MJ 90 Bend	Each	$9,125.730
	36" MJ Tee	Each	$10,114.580
	36" MJ Long Sleeve	Each	$5,950.860
	36" Mega Lug	Each	$1,306.730
	36" Split Mega Lug	Each	$2,666.320
	36" PVC/HDPE Mega Lug	Each	$1,425.460
	36" Bell Joint Leak Clamp	Each	$1,679.100
	36" MJ Standard Acc Set	Each	$935.930
	36" MJ Standard Gasket	Each	$120.560
	36" FL 11.25 Bend	Each	$13,880.600
	36" FL 22.5 Bend	Each	$14,522.700
	36" FL 45 Bend	Each	$15,386.790
	36" FL 90 Bend	Each	$16,558.260
	36" FL Wye	Each	$39,314.170
	36" Blind Flange	Each	$6,707.960
	36" Mega Flange	Each	$2,783.510
	36" SS FL Pack	Each	$4,535.090
	36" FL Pack	Each	$1,421.220
	36" Uni Flange	Each	$1,828.130
	36" MJ X Flange Adapter	Each	$3,666.140
4.14	**42" Ductile Iron Fitings**		
	42" MJ 11.25 Bend	Each	$5,116.820
	42" MJ 22.5 Bend	Each	$5,294.230
	42" MJ 45 Bend	Each	$6,198.830
	42" MJ 90 Bend	Each	$8,743.490
	42" MJ Tee	Each	$12,496.520
	42" MJ Long Sleeve	Each	$7,662.320

	42" Mega Lug	Each	$2,009.310
	42" Split Mega Lug	Each	$7,445.630
	42" PVC/HDPE Mega Lug	Each	$4,568.400
	42" Bell Joint Leak Clamp	Each	$1,804.640
	42" MJ Standard Acc Set	Each	$497.280
	42" MJ Standard Gasket	Each	$80.640
	42" FL 11.25 Bend	Each	$12,468.640
	42" FL 22.5 Bend	Each	$12,418.910
	42" FL 45 Bend	Each	$12,264.610
	42" FL 90 Bend	Each	$13,073.670
	42" FL Wye	Each	$35,392.150
	42" Blind Flange	Each	$6,212.820
	42" Mega Flange	Each	$7,445.630
	42" SS FL Pack	Each	$5,037.030
	42" FL Pack	Each	$1,452.830
	42" Uni Flange	Each	$2,188.160
	42" MJ X Flange Adapter	Each	$3,512.110
4.15	**48" Ductile Iron Fitings**		
	48" MJ 11.25 Bend	Each	$11,497.630
	48" MJ 22.5 Bend	Each	$12,365.300
	48" MJ 45 Bend	Each	$15,075.540
	48" MJ 90 Bend	Each	$16,987.190
	48" MJ Tee	Each	$19,398.590
	48" MJ Long Sleeve	Each	$9,910.880
	48" Mega Lug	Each	$2,765.880
	48" Split Mega Lug	Each	$5,133.510
	48" PVC/HDPE Mega Lug	Each	$5,875.670
	48" Bell Joint Leak Clamp	Each	$2,025.660
	48" MJ Standard Acc Set	Each	$1,670.690
	48" MJ Standard Gasket	Each	$218.300
	48" FL 11.25 Bend	Each	$17,043.000
	48" FL 22.5 Bend	Each	$17,811.000
	48" FL 45 Bend	Each	$32,077.310
	48" FL 90 Bend	Each	$36,334.760
	48" FL Wye	Each	$58,791.020
	48" Blind Flange	Each	$11,134.220
	48" Mega Flange	Each	$9,936.250
	48" SS FL Pack	Each	$6,526.960
	48" FL Pack	Each	$2,266.600
	48" Uni Flange	Each	$3,043.910
4.16	**Ductile Iron Pipe Gaskets (ACIPCO)**		
	4" DI Pipe Gaskets	Each	$12.730
	6" DI Pipe Gaskets	Each	$11.730
	8" DI Pipe Gaskets	Each	$18.000
	10" DI Pipe Gaskets	Each	$21.910
	12" DI Pipe Gaskets	Each	$31.340
	14" DI Pipe Gaskets	Each	$72.900
	16" DI Pipe Gaskets	Each	$71.200
	18" DI Pipe Gaskets	Each	$112.470
	20" DI Pipe Gaskets	Each	$117.670
	24" DI Pipe Gaskets	Each	$93.370
	30" DI Pipe Gaskets	Each	$167.570

	36" DI Pipe Gaskets	Each	$186.880
	48" DI Pipe Gaskets	Each	$206.940
4.17	**Ductile Iron Pipe Gaskets (US Pipe)**		
	4" DI Pipe Gaskets	Each	$15.390
	6" DI Pipe Gaskets	Each	$23.080
	8" DI Pipe Gaskets	Each	$32.310
	10" DI Pipe Gaskets	Each	$41.540
	12" DI Pipe Gaskets	Each	$44.620
	14" DI Pipe Gaskets	Each	$72.310
	16" DI Pipe Gaskets	Each	$84.620
	18" DI Pipe Gaskets	Each	$120.000
	20" DI Pipe Gaskets	Each	$147.700
	24" DI Pipe Gaskets	Each	$160.000
	30" DI Pipe Gaskets	Each	$215.390
	36" DI Pipe Gaskets	Each	$250.770
	48" DI Pipe Gaskets	Each	$452.310
4.18	**3" Ductile Iron Spool Pieces**		
	3" X 3' FL X PE	Each	$642.670
	3" X 4' FL X PE	Each	$792.000
	3" X 6' FL X PE	Each	$862.110
	3" X 8' FL X PE	Each	$1,097.900
	3" X 10' FL X PE	Each	$1,334.740
	3" X 12' FL X PE	Each	$1,571.580
	3" X 15' FL X PE	Each	$1,926.320
	3" X 19' FL X PE	Each	$2,798.430
	3" X 1' FL X FL	Each	$431.580
	3" X 3' FL X FL	Each	$668.430
	3" X 4' FL X FL	Each	$786.320
	3" X 6' FL X FL	Each	$1,023.160
	3" X 8' FL X FL	Each	$1,258.950
	3" X 10' FL X FL	Each	$1,495.790
	3" X 12' FL X FL	Each	$1,732.640
	3" X 15' FL X FL	Each	$2,086.320
	3" X 19' FL X FL	Each	$2,984.220
4.19	**4" Ductile Iron Spool Pieces**		
	4" X 3' FL X PE	Each	$446.670
	4" X 4' FL X PE	Each	$516.000
	4" X 6' FL X PE	Each	$657.340
	4" X 8' FL X PE	Each	$630.530
	4" X 10' FL X PE	Each	$741.060
	4" X 12' FL X PE	Each	$852.640
	4" X 15' FL X PE	Each	$1,018.950
	4" X 19' FL X PE	Each	$1,456.320
	4" X 1' FL X FL	Each	$431.580
	4" X 3' FL X FL	Each	$543.160
	4" X 4' FL X FL	Each	$597.900
	4" X 6' FL X FL	Each	$709.480
	4" X 8' FL X FL	Each	$821.060
	4" X 10' FL X FL	Each	$931.580
	4" X 12' FL X FL	Each	$1,043.160
	4" X 15' FL X FL	Each	$1,209.480
	4" X 19' FL X FL	Each	$1,677.900
4.20	**6" Ductile Iron Spool Pieces**		

	6" X 3' FL X PE	Each	$557.340
	6" X 4' FL X PE	Each	$642.670
	6" X 6' FL X PE	Each	$810.670
	6" X 8' FL X PE	Each	$773.690
	6" X 10' FL X PE	Each	$907.370
	6" X 12' FL X PE	Each	$1,040.000
	6" X 15' FL X PE	Each	$1,241.060
	6" X 19' FL X PE	Each	$1,760.000
	6" X 1' FL X FL	Each	$555.790
	6" X 3' FL X FL	Each	$689.480
	6" X 4' FL X FL	Each	$755.790
	6" X 6' FL X FL	Each	$889.480
	6" X 8' FL X FL	Each	$1,023.160
	6" X 10' FL X FL	Each	$1,156.850
	6" X 12' FL X FL	Each	$1,289.480
	6" X 15' FL X FL	Each	$1,489.480
	6" X 19' FL X FL	Each	$2,052.640
4.21	**8" Ductile Iron Spool Pieces**		
	8" X 3' FL X PE	Each	$820.000
	8" X 4' FL X PE	Each	$938.670
	8" X 6' FL X PE	Each	$1,177.340
	8" X 8' FL X PE	Each	$1,117.900
	8" X 10' FL X PE	Each	$1,305.270
	8" X 12' FL X PE	Each	$1,493.690
	8" X 15' FL X PE	Each	$1,775.790
	8" X 19' FL X PE	Each	$2,506.850
	8" X 1' FL X FL	Each	$841.060
	8" X 3' FL X FL	Each	$1,029.480
	8" X 4' FL X FL	Each	$1,123.160
	8" X 6' FL X FL	Each	$1,311.580
	8" X 8' FL X FL	Each	$1,498.950
	8" X 10' FL X FL	Each	$1,687.370
	8" X 12' FL X FL	Each	$1,874.740
	8" X 15' FL X FL	Each	$2,156.850
	8" X 19' FL X FL	Each	$2,506.850
4.22	**10" Ductile Iron Spool Pieces**		
	10" X 3' FL X PE	Each	$862.110
	10" X 4' FL X PE	Each	$984.220
	10" X 6' FL X PE	Each	$1,228.430
	10" X 8' FL X PE	Each	$1,473.690
	10" X 10' FL X PE	Each	$1,717.900
	10" X 12' FL X PE	Each	$1,962.110
	10" X 15' FL X PE	Each	$2,329.480
	10" X 19' FL X PE	Each	$3,297.370
	10" X 3' FL X FL	Each	$1,376.850
	10" X 4' FL X FL	Each	$1,500.000
	10" X 6' FL X FL	Each	$1,744.220
	10" X 8' FL X FL	Each	$1,988.430
	10" X 10' FL X FL	Each	$2,233.690
	10" X 12' FL X FL	Each	$2,477.900
	10" X 15' FL X FL	Each	$2,844.220
	10" X 19' FL X FL	Each	$3,899.480

4.23	12" Ductile Iron Spool Pieces		
	12" X 3' FL X PE	Each	$1,143.300
	12" X 4' FL X PE	Each	$1,291.760
	12" X 6' FL X PE	Each	$1,588.660
	12" X 8' FL X PE	Each	$1,877.320
	12" X 10' FL X PE	Each	$2,182.480
	12" X 12' FL X PE	Each	$2,479.390
	12" X 15' FL X PE	Each	$2,924.750
	12" X 19' FL X PE	Each	$4,104.640
	12" X 3' FL X FL	Each	$1,864.950
	12" X 4' FL X FL	Each	$2,013.410
	12" X 6' FL X FL	Each	$2,310.310
	12" X 8' FL X FL	Each	$2,607.220
	12" X 10' FL X FL	Each	$2,904.130
	12" X 12' FL X FL	Each	$3,201.040
	12" X 15' FL X FL	Each	$3,646.400
	12" X 19' FL X FL	Each	$4,945.880
4.24	14" Ductile Iron Spool Pieces		
	14" X 3' FL X PE	Each	$1,649.490
	14" X 4' FL X PE	Each	$1,830.930
	14" X 6' FL X PE	Each	$2,192.790
	14" X 8' FL X PE	Each	$2,554.640
	14" X 10' FL X PE	Each	$2,917.530
	14" X 12' FL X PE	Each	$3,641.240
	14" X 15' FL X PE	Each	$3,822.690
	14" X 19' FL X PE	Each	$6,867.020
	14" X 3' FL X FL	Each	$2,737.120
	14" X 4' FL X FL	Each	$2,918.560
	14" X 6' FL X FL	Each	$3,280.420
	14" X 8' FL X FL	Each	$3,643.300
	14" X 10' FL X FL	Each	$4,005.160
	14" X 12' FL X FL	Each	$4,367.020
	14" X 15' FL X FL	Each	$4,910.310
	14" X 19' FL X FL	Each	$6,867.020
4.25	16" Ductile Iron Spool Pieces		
	16" X 3' FL X PE	Each	$1,931.960
	16" X 4' FL X PE	Each	$2,144.330
	16" X 6' FL X PE	Each	$2,570.110
	16" X 8' FL X PE	Each	$2,995.880
	16" X 10' FL X PE	Each	$3,420.620
	16" X 12' FL X PE	Each	$3,846.400
	16" X 15' FL X PE	Each	$4,484.540
	16" X 19' FL X PE	Each	$6,512.380
	16" X 3' FL X FL	Each	$3,204.130
	16" X 4' FL X FL	Each	$3,416.500
	16" X 6' FL X FL	Each	$3,842.270
	16" X 8' FL X FL	Each	$4,268.050
	16" X 10' FL X FL	Each	$4,693.820
	16" X 12' FL X FL	Each	$5,118.560
	16" X 15' FL X FL	Each	$5,757.740
	16" X 19' FL X FL	Each	$8,062.890
4.26	18" Ductile Iron Spool Pieces		
	18" X 3' FL X PE	Each	$2,275.260

	18" X 4' FL X PE	Each	$2,518.560
	18" X 6' FL X PE	Each	$3,005.160
	18" X 8' FL X PE	Each	$3,492.790
	18" X 10' FL X PE	Each	$3,979.390
	18" X 12' FL X PE	Each	$4,465.980
	18" X 15' FL X PE	Each	$5,196.910
	18" X 19' FL X PE	Each	$7,524.230
	18" X 3' FL X FL	Each	$3,797.940
	18" X 4' FL X FL	Each	$4,041.240
	18" X 6' FL X FL	Each	$4,527.840
	18" X 8' FL X FL	Each	$5,015.470
	18" X 10' FL X FL	Each	$5,502.070
	18" X 12' FL X FL	Each	$5,988.660
	18" X 15' FL X FL	Each	$6,719.590
	18" X 19' FL X FL	Each	$9,380.420
4.27	**20" Ductile Iron Spool Pieces**		
	20" X 3' FL X PE	Each	$2,693.820
	20" X 4' FL X PE	Each	$2,974.230
	20" X 6' FL X PE	Each	$3,534.030
	20" X 8' FL X PE	Each	$4,093.820
	20" X 10' FL X PE	Each	$4,654.640
	20" X 12' FL X PE	Each	$5,214.440
	20" X 15' FL X PE	Each	$6,054.640
	20" X 19' FL X PE	Each	$8,742.270
	20" X 3' FL X FL	Each	$4,522.690
	20" X 4' FL X FL	Each	$4,803.100
	20" X 6' FL X FL	Each	$5,362.890
	20" X 8' FL X FL	Each	$5,923.720
	20" X 10' FL X FL	Each	$6,483.510
	20" X 12' FL X FL	Each	$7,043.300
	20" X 15' FL X FL	Each	$7,883.510
	20" X 19' FL X FL	Each	$10,971.650
4.28	**24" Ductile Iron Spool Pieces**		
	24" X 3' FL X PE	Each	$3,390.730
	24" X 4' FL X PE	Each	$3,736.090
	24" X 6' FL X PE	Each	$4,426.810
	24" X 8' FL X PE	Each	$5,117.530
	24" X 10' FL X PE	Each	$5,808.250
	24" X 12' FL X PE	Each	$6,498.970
	24" X 15' FL X PE	Each	$7,535.060
	24" X 19' FL X PE	Each	$10,880.420
	24" X 3' FL X FL	Each	$5,712.380
	24" X 4' FL X FL	Each	$6,057.740
	24" X 6' FL X FL	Each	$6,748.460
	24" X 8' FL X FL	Each	$7,439.180
	24" X 10' FL X FL	Each	$8,129.900
	24" X 12' FL X FL	Each	$8,820.620
	24" X 15' FL X FL	Each	$9,856.710
	24" X 19' FL X FL	Each	$13,709.280
4.29	**30" Ductile Iron Spool Pieces**		
	30" X 3' FL X PE	Each	$6,657.580
	30" X 4' FL X PE	Each	$7,145.460

	30" X 6' FL X PE	Each	$8,120.210
	30" X 8' FL X PE	Each	$9,095.960
	30" X 10' FL X PE	Each	$10,071.720
	30" X 12' FL X PE	Each	$11,047.480
	30" X 15' FL X PE	Each	$12,510.110
	30" X 19' FL X PE	Each	$17,634.350
	30" X 3' FL X FL	Each	$6,812.000
	30" X 4' FL X FL	Each	$7,312.000
	30" X 6' FL X FL	Each	$9,487.000
	30" X 8' FL X FL	Each	$10,096.960
	30" X 10' FL X FL	Each	$11,871.050
	30" X 12' FL X FL	Each	$12,013.140
	30" X 15' FL X FL	Each	$13,411.030
	30" X 19' FL X FL	Each	$18,211.500
4.30	**36" Ductile Iron Spool Pieces**		
	36" X 3' FL X PE	Each	$9,584.850
	36" X 4' FL X PE	Each	$10,248.490
	36" X 6' FL X PE	Each	$11,574.750
	36" X 8' FL X PE	Each	$12,901.020
	36" X 10' FL X PE	Each	$14,227.280
	36" X 12' FL X PE	Each	$15,554.550
	36" X 15' FL X PE	Each	$17,544.450
	36" X 19' FL X PE	Each	$24,628.790
	36" X 3' FL X FL	Each	$9,861.000
	36" X 4' FL X FL	Each	$10,511.000
	36" X 6' FL X FL	Each	$12,601.000
	36" X 8' FL X FL	Each	$13,411.000
	36" X 10' FL X FL	Each	$15,211.010
	36" X 12' FL X FL	Each	$17,232.050
	36" X 15' FL X FL	Each	$20,024.000
	36" X 19' FL X FL	Each	$24,743.500
4.31	**48" Ductile Iron Spool Pieces**		
	48" X 3' FL X PE	Each	$22,875.000
	48" X 4' FL X PE	Each	$24,481.130
	48" X 6' FL X PE	Each	$27,693.370
	48" X 8' FL X PE	Each	$30,905.620
	48" X 10' FL X PE	Each	$34,117.860
	48" X 12' FL X PE	Each	$37,330.110
	48" X 15' FL X PE	Each	$42,148.470
	48" X 19' FL X PE	Each	$48,572.960
	48" X 3' FL X FL	Each	$18,511.200
	48" X 4' FL X FL	Each	$21,243.000
	48" X 6' FL X FL	Each	$24,643.000
	48" X 8' FL X FL	Each	$25,941.000
	48" X 10' FL X FL	Each	$27,511.000
	48" X 12' FL X FL	Each	$31,212.110
	48" X 15' FL X FL	Each	$33,241.200
	48" X 19' FL X FL	Each	$43,000.270
	5.0 Steel Casing Pipe and Spacers		
5.01	**Steel Casing Pipe**		
	16" Casing (0.250")	LF	$92.000
	18" Casing (0.250")	LF	$178.000

	24" Casing (0.250")	LF	$137.000
	30" Casing (0.312")	LF	$258.000
	36" Casing (0.312")	LF	$298.000
	48" Casing (0.375")	LF	$524.000
5.02	**APS Casing Spacers (Model- SSI8)- DIP to Steel Casing**		
	8" DIP Pipe to 16" Casing (0.250")	Each	$148.340
	8" DIP Pipe to 18" Casing (0.250")	Each	$155.000
	10" DIP Pipe to 24" Casing (0.250")	Each	$328.340
	12" DIP Pipe to 24" Casing (0.250")	Each	$201.670
	16" DIP Pipe to 30" Casing (0.312")	Each	$383.340
	18" DIP Pipe to 30" Casing (0.312")	Each	$366.670
	18" DIP Pipe to 36" Casing (0.312")	Each	$490.000
	24" DIP Pipe to 36" Casing (0.312")	Each	$420.000
	24" DIP Pipe to 48" Casing (0.375")	Each	$645.000
	36" DIP Pipe to 48" Casing (0.375")	Each	$528.340
5.03	**APS Casing Spacers Runners/Risers**		
	7" X 1" Runner	Each	$8.340
	7" X 1 1/2" Runner	Each	$13.340
	7" X 2" Runner	Each	$16.670
	7" X 2 1/2" Runner	Each	$17.500
	7" X 3" Runner	Each	$18.340
	7" X 3 1/2" Runner	Each	$19.170
	7" X 4" Runner	Each	$21.670
	7" X 4 1/2" Runner	Each	$22.500
	7" X 5" Runner	Each	$25.000
	7" X 5 1/2" Runner	Each	$25.840
	7" X 6" Runner	Each	$26.670
	6.0 Sanitary Sewer Flexible Connectors & Repair Bands		
6.01	**Rubber Flexible Fittings (With SS Shell)**		
	4" Flexible Coupling CLxCI/PVC	Each	$43.660
	4" Flexible Coupling CI/PVCxCI/PVC	Each	$29.790
	4" Flexible Coupling DIxCI/PVC	Each	$43.580
	4" Flexible Coupling DIxCL	Each	$43.790
	4" Ultra Flex Coupling	Each	$127.380
	4" Flexible Quick Cap	Each	$8.560
	4" Flex T W/ Clamps	Each	$51.450
	6" Flexible Coupling CLxCI/PVC	Each	$74.050
	6" Flexible Coupling CI/PVCxCI/PVC	Each	$56.730
	6" Flexible Coupling DIxCI/PVC	Each	$56.730
	6" Flexible Coupling DIxCL	Each	$66.560
	6" Ultra Flex Coupling	Each	$180.160
	6" Flexible Quick Cap	Each	$11.750
	8" Flexible Coupling CLxCI/PVC	Each	$84.220
	8" Flexible Coupling CI/PVCxCI/PVC	Each	$84.720
	8" Flexible Coupling DIxCI/PVC	Each	$84.220
	8" Flexible Coupling DIxCL	Each	$115.520
	8" Ultra Flex Coupling	Each	$210.350
	10" Flexible Coupling CLxCI/PVC	Each	$109.550
	10" Flexible Coupling CI/PVCxCI/PVC	Each	$109.550
	10" Flexible Coupling DIxCI/PVC	Each	$133.750
	10" Flexible Coupling DIxCL	Each	$141.730
	10" Ultra Flex Coupling	Each	$269.150
	12" Flexible Coupling CLxCI/PVC	Each	$134.110

	12" Flexible Coupling CI/PVCxCI/PVC	Each	$134.110
	12" Flexible Coupling DIxCI/PVC	Each	$167.560
	12" Flexible Coupling DIxCL	Each	$196.350
	12" Ultra Flex Coupling	Each	$317.590
6.02	**Stainless Steel Fittings**		
	8x4 Stainless SS Tap sleeve SS FLG (DI pipe)	Each	$737.770
	8x4 Stainless SS Tap sleeve SS FLG (SDR 26)	Each	$737.770
	4" SS Repair Band (15" Length)	Each	$161.040
	6" SS Repair Band (15" Length)	Each	$184.230
	8" SS Repair Band (15" Length)	Each	$209.920
	10" SS Repair Band (15" Length)	Each	$270.950
	12" SS Repair Band (15" Length)	Each	$286.720
	14" SS Repair Band (15" Length)	Each	$396.110
6.03	**Double Strap Saddle**		
	3x2 Saddle	Each	$55.000
	4x2 Saddle	Each	$50.040
	6x2 Saddle	Each	$58.870
	8x2 Saddle	Each	$66.020
	8x4 Saddle	Each	$162.120
	10x4 Saddle	Each	$283.880
	12x4 Saddle	Each	$306.560
	7.0 Sanitary Sewer Valves & Flow Meters		
7.01	**Combination Air/Vacuum Relief Valves**		
	1.5" ARV	Each	$1,400.000
	2" ARV	Each	$1,400.000
	3" ARV	Each	$1,444.450
	4" ARV	Each	$1,472.230
	6" ARV	Each	$5,583.340
	8" ARV	Each	$6,415.560
	Concrete Sewer Box wt Cast Iron Lid (B65 Box w/ 65T Lid)	Each	$219.050
	3/4" Crispin AR8 Air Relief Valve	Each	$158.340
7.02	**Crispin Check Valves (FL X FL)**		
	4" Check Valve	Each	$1,300.000
	6" Check Valve	Each	$1,813.340
	8" Check Valve	Each	$2,633.340
	10" Check Valve	Each	$3,733.340
	12" Check Valve	Each	$6,466.670
	14" Check Valve	Each	$7,348.490
	16" Check Valve	Each	$9,147.370
	18" Check Valve	Each	$10,415.790
	20" Check Valve	Each	$10,545.460
	24" Check Valve	Each	$16,080.810
	36" Check Valve	Each	$58,828.290
7.03	**Tapping Valves & Meters**		
	4"	Each	$1,065.000
	6"	Each	$1,503.340
	8"	Each	$1,850.300
	10"	Each	$2,063.180
	12"	Each	$3,894.140
	1x3/4X1 Ball Curb	Each	$131.250
7.04	**Valve Boxes & Accessories**		
	18" X 24" Valve Box w/t Sewer Lid	Each	$198.140
	24" X 36" Valve Box w/t Sewer Lid	Each	$261.340

	24" Round Concrete Valve Box Pad	Each	$40.000
	4PVC Backwater Valve	Each	$41.590
7.05	**Gate Valves**		
	2" Mechanical Joint Gate Valve w/t Opp Nut	Each	$408.940
	3" Mechanical Joint Gate Valve w/t Opp Nut	Each	$579.090
	4" Mechanical Joint Gate Valve w/t Opp Nut	Each	$646.950
	6" Mechanical Joint Gate Valve w/t Opp Nut	Each	$825.290
	8" Mechanical Joint Gate Valve w/t Opp Nut	Each	$1,313.780
	10" Mechanical Joint Gate Valve w/t Opp Nut	Each	$2,048.610
	12" Mechanical Joint Gate Valve w/t Opp Nut	Each	$2,592.640
	14" Mechanical Joint Gate Valve w/t Opp Nut	Each	$9,247.450
	16" Mechanical Joint Gate Valve w/t Opp Nut	Each	$8,163.270
	18" Mechanical Joint Gate Valve w/t Opp Nut	Each	$15,624.490
	20" Mechanical Joint Gate Valve w/t Opp Nut	Each	$17,857.150
	24" Mechanical Joint Gate Valve w/t Opp Nut	Each	$24,324.700
	30" Mechanical Joint Gate Valve w/t Opp Nut	Each	$43,367.350
	2" FL Joint Gate Valve w/t Handwheel	Each	$417.280
	3" FL Joint Gate Valve w/t Handwheel	Each	$625.170
	4" FL Joint Gate Valve w/t Handwheel	Each	$698.040
	6" FL Joint Gate Valve w/t Handwheel	Each	$933.170
	8" FL Joint Gate Valve w/t Handwheel	Each	$1,458.420
	10" FL Joint Gate Valve w/t Handwheel	Each	$2,194.500
	12" FL Joint Gate Valve w/t Handwheel	Each	$2,650.430
	14" FL Joint Gate Valve w/t Handwheel	Each	$9,154.050
	16" FL Joint Gate Valve w/t Handwheel	Each	$8,163.270
	18" FL Joint Gate Valve w/t Handwheel	Each	$15,466.670
	20" FL Joint Gate Valve w/t Handwheel	Each	$17,676.770
7.06	**Romac Insertion Valves**		
	4" Insertion Valve	Each	$2,517.920
	6" Insertion Valve	Each	$2,869.890
	8" Insertion Valve	Each	$3,475.650
	10" Insertion Valve	Each	$11,221.050
	12" Insertion Valve	Each	$11,221.050
	4" TF-2 Tideflex Check Valve Slip On (4.50 OD) Neoprene 316SS Band Clamps	Each	$425.000
	M&H 4 FLG Flap Valve	Each	$372.310
	8.0 Sanitary Sewer Material & Accessories		
8.01	**Miscellaneous Materials**		
	Quadex Hyperform	Each	$57.500
	Hydraplug	Each	$66.670
	Portland Cement Type III 94 lb. Bag	Each	$27.150
	3M Adhesive Marine Grade	Tube	$35.720
	Oakum	Each	$16.670
	T Bolt 5/8" x 3" (for 2" - 3" DI)	Each	$3.710
	T Bolt 3/4" X 3 1/2" (for 4" to 6" DI)	Each	$5.020
	T Bolt 3/4" x 4" (for 8" - 12" DI)	Each	$5.020
	T Bolt 3/4" x 4 1/2" (for 14" - 20" DI)	Each	$5.600
	T Bolt 3/4" x 5" (for 24" DI)	Each	$6.000
	T Bolt 1" x 6" (for 30" - 36" DI)	Each	$15.100
	T Bolt 1" x 6 1/2" (for 42" to 48" DI)	Each	$20.000
	T Bolt 3/4" x 3 1/2" Non Rotate	Each	$10.160
	Green Tracer Wire (500 FT)	Roll	$125.000
	Green Copperhead Tracing Wire (500 FT)	Roll	$239.360
	Wire Connector for Tracer Wire	Each	$2.000
	Blue Water Locate Tape (2" X 1000')	Roll	$36.670

	Green Sanitary Sewer Locate Tape (2" X 1000')	Roll	$36.670
	Caution Tape (4" X 500')	Roll	$18.340
	White Marking Paint	Case	$55.000
	Green Marking Paint	Case	$55.000
	18" Wooden Grade Stakes	Bundle	$44.270
	36" Wooden Grade Stakes	Bundle	$73.560
	Pipe Cleaner - Quart Size	Each	$20.160
	Regular Clear PVC Cement - Quart Size	Each	$17.910
	All Purpose Pipe Glue (Rain or Shine) - Quart Size	Each	$30.020
	16 Gauge Tie Wire 3 1/2 lbs Roll	Spool	$163.340
	DIP Gasket Lubricant (Quart)	Each	$6.670
	DIP Gasket Lubricant (Gallon)	Each	$15.000
	Cherne Test Ball 8"- 12"	Each	$630.520
	SS CLP 51-1/5" Serrated Clamp	Each	$6.940
	6" FIG 215 Clevis Hanger for 6" DI Pipe	Each	$20.590
	10" FIG 215 Clevis Hanger for 10" DI Pipe	Each	$61.340
	16" Galv Clevis Hanger	Each	$156.670
8.02	**Sanitary Sewer Materials Pipe Repair Patches**		
	10" x 48" Pipepatch Kit	Each	$825.000
	10" x 24" Pipepatch Kit	Each	$600.000
	8" x 48" Pipepatch Kit	Each	$750.000
	8" x 24" Pipepatch Kit	Each	$525.000
	8" x 24" Pipepatch Kit FPP-8X4T-FG	Each	$606.250
	10" x 24" Pipepatch Kit FPP-10X4T-FG	Each	$637.500
	9.0 Sanitary Sewer Tools		
9.01	**Hand Tools**		
	RDG 31410 902 5/16 Torque Wrench	Each	$72.980
	14 inch Crescent Wrench	Each	$126.380
	16 inch Pipe Wrench	Each	$70.000
	Hack Saw	Each	$77.190
	Hawkbill Knife	Each	$19.520
	Snips for Cutting Wire	Each	$44.780
	Multiple Set Pliers	Each	$80.000
	Vise Grip Pliers	Each	$35.780
	12 inch Channel Lock Pliers	Each	$39.960
	16 inch Channel Lock Pliers	Each	$81.380
	5/16 inch Nut Driver	Each	$14.200
	Masonry Hammer 24oz	Each	$83.000
	8lb Hammer	Each	$121.680
	2lb Hammer	Each	$60.300
	Mallet Pick	Each	$68.000
	6 inch Flat Blade Scraper	Each	$48.260
	Mortar Hoe	Each	$95.480
9.02	**Power Tools & Accessories**		
	Rechargeable Spotlight 20 Volt (DCL043)	Each	$149.150
	Dewalt 20 Volt Wall Battery Charger (DCB115)	Each	$106.220
	Dewalt 20 Volt Car Battery Charger (DCB119)	Each	$159.270
	Dewalt 20 Volt Batteries Single Pack (DCB204)	Each	$183.620
	Dewalt 20 Volt Batteries Double Pack (DCB204-2)	Each	$286.540
	Dewalt 20 Volt Cordless Impact Wrench (DCF889B)	Each	$248.440
	Dewalt 20 Volt Saw-Zaw (DCS380B)	Each	$187.390
	Dewalt 20 Volt Drill (DCD780B)	Each	$187.390
	Dewalt Electric Grinder (DWE4214)	Each	$152.140
	Dewalt 20 Volt Cordless Grinder (DCG412B)	Each	$191.890

9.03	**Shovels, Rakes, Brooms, Etc..**		
	36" Manhole Hook (See Specifications)	Each	$330.000
	Flat Shovel w/ fiberglass handle	Each	$48.980
	Round Shovel w/ fiberglass handle	Each	$45.200
	Sharp Shooter Shovel w/ fiberglass handle	Each	$78.690
	Trenching shovel	Each	$99.280
	Utility Probing Rod w/ fiberglass handle	Each	$114.800
	10lb Sledge Hammer w/ fiberglass handle	Each	$105.180
	Steel Rake w/ fiberglass handle	Each	$48.980
	Push Broom w/ fiberglass handle	Each	$63.180
	Masonry Broom	Each	$20.580
	Bush Axe	Each	$98.320
	5 FT length Pinch Point Bar	Each	$67.460
	Bolt Cutters	Each	$254.600
	Concrete Rake	Each	$200.000
9.04	**Miscellaneous Tools**		
	100 FT Extension Cord	Each	$121.670
	25 FT Extension Cord	Each	$108.340
	25 ft. Carpenter Tape Measure	Each	$24.240
	Measuring Wheel Tape Measure	Each	$75.000
	Duct Tape	Roll	$12.140
9.05	**Blades, Bit Sets, Socket Sets**		
	Demo Saw Blades	Each	$178.430
	Box End Wrench Set up to 1 1/4"	Each	$223.640
9.06	**Equipment**		
	Husqvarna Demo Saw	Each	$1,355.290

GRAND TOTAL: **$3,230,181.96**

DISCOUNT PERCENTAGE OFF LIST PRICE FOR RELATED BID ITEMS NOT LISTED: **20.00%**

This Price Bid Form is hereby submitted by the undersigned:

Core and Main, LP
Printed legal name of Bidder

Terry Gibson - Outside Sales
Printed name of individual/corporate officer/general partner/joint venturer AND Title

Signature

3-29-22
Date

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Core and Main, LP
- City of Huntsville current taxpayer identification number (if available): 25003
  (Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership *(check appropriate box)*	Entity I. D. Number & Applicable State
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☒ Limited Partnership (LP)	Number & State: 03-0550887 FLORIDA
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☐ Corporation	Number & State:
☐ Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity, please insert your title as well.

Signature: _____ Title (if applicable): Sales

Type or legibly write name: Terry Gibson Date: 3-29-22

Alabama Secretary of State

Core & Main LP	
Entity ID Number	000 - 818 - 158
Entity Type	Foreign Limited Partnership
Principal Address	1830 CRAIG PARK COURT ST LOUIS, MO 63146
Principal Mailing Address	1830 CRAIG PARK COURT ST LOUIS, MO 63146
Status	Exists
Place of Formation	Florida
Formation Date	11/22/2004
Qualify Date	12/17/2004
Registered Agent Name	CORPORATION SERVICE COMPANY INC
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	
General Partners	
General Partner Name	CORE & MAIN INTERMEDIATE GP LLC
General Partner Street Address	1830 CRAIG PARK COURT ST LOUIS, MO 63146
General Partner Mailing Address	1830 CRAIG PARK COURT ST LOUIS, MO 63146
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2008 2009 2010 2011 2012 2013 2014 2015
Transactions	
Transaction Date	11/27/2006
Legal Name Changed From	Hughes Water & Sewer, Ltd.
Transaction Date	12/13/2007
Registered Agent Changed From	CSC LAWYERS INCORPORATING SRV INC 150 S PERRY ST MONTGOMERY, AL 36104
Transaction Date	07/18/2008

Core & Main LP	
Principal Office Changed From	ONE HUGHES WAY ORLANDO, FL 32805
Transaction Date	09/25/2008
Partner Activity	HUGHES GP & MANAGEMENT INC ONE HUGHES WAY ORLANDO, FL 32805
Transaction Date	09/25/2008
Partner Activity	HD SUPPLY GP & MANAGEMENT INC
Transaction Date	10/17/2016
Agent Mailing Address Changed From	* Added
Transaction Date	10/17/2016
Registered Agent Changed From	CORPORATE CREATIONS NETWORK INC 6 OFFICE PARK CIRCLE #100 MOUNTAIN BROOK, AL 35223
Transaction Date	04/28/2017
Registered Agent Changed From	CSC-LAWYERS INCORPORATING SRVC INC 150 SOUTH PERRY STREET MONTGOMERY, AL 36104
Transaction Date	09/21/2017
Legal Name Changed From	HD Supply Waterworks, Ltd.
Transaction Date	09/21/2017
Partner Activity	CORE & MAIN GP LLC
Transaction Date	09/21/2017
Partner Activity	CD&R PLUMB BUYER LLC
Transaction Date	09/21/2017
Partner Activity	HD SUPPLY GP & MANAGEMENT INC 3100 CUMBERLAND BLVD STE 1700 ATLANTA, GA 30339
Transaction Date	09/21/2017
Principal Office Changed From	3100 CUMBERLAND BLVD STE 1700 ATLANTA, GA 30339
Transaction Date	09/22/2020
Miscellaneous Filing Entry	Articles of Amendment Effective 02-22-2020 17:00
Transaction Date	09/22/2020
Partner Activity	CD&R PLUMB BUYER LLC
Transaction Date	09/22/2020
Partner Activity	CORE & MAIN GP LLC
Transaction Date	09/22/2020
Partner Activity	CORE & MAIN INTERMEDIATE GP LLC
Scanned Documents	

Core & Main LP	
Document Date / Type / Pages	12/17/2004 Certificate of Formation 2 pgs.
Document Date / Type / Pages	11/27/2006 Legal Name Change 2 pgs.
Document Date / Type / Pages	12/13/2007 Registered Agent Change 1 pg.
Document Date / Type / Pages	07/18/2008 Principal Address Change 1 pg.
Document Date / Type / Pages	09/25/2008 Partner / Member / Shareholder Change 1 pg.
Document Date / Type / Pages	10/17/2016 Registered Agent Change 4 pgs.
Document Date / Type / Pages	04/28/2017 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/21/2017 Articles of Amendment 2 pgs.
Document Date / Type / Pages	09/22/2020 Articles of Amendment 3 pgs.

Browse Results New Search

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Core and Main, LP

Doing-Business-As Name of Proposer:

Core and Main, LP

Principal Office Address:

Core and Main, LP
1830 Craig Park Court
Saint Louis, Mo 63146

Telephone Number: (256) 772-0252

Fax Number: (256) 772-7954

Form of Business Entity [check one ("X")]

Corporation	
Partnership	X
Individual	
Joint Venture	
Other (describe):	

Corporation Statement

If a corporation, answer the following:

Date of incorporation:
Location of incorporation:
The corporation is held: Publicly ___ Privately ___

Names and titles of corporate officers:

Partnership Statement

If a partnership, answer the following:

Date of organization: November 22, 2004
Location of organization: FLORIDA
The partnership is: General ___ Limited X

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

Core and Main Intermediate GP, LLC - General Partner (Delaware LLC)
Core and Main Midco, LLC - Limited Partner (Delaware LLC)

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization:
Location of organization:
JV Agreement recorded? Yes ___ No ___

Name, address of each Joint Venturer and percent of ownership of each:

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee — Yes _____ No X
If "Yes," Department

Member of Household City Employee — Yes _____ No X
If "Yes," Name (s)

Anyone associated with your company a City Employee — Yes _____ No X
If "Yes," Name (s)

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

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

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

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

4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

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

Terry Gibson
Signature of Proposer

Terry Gibson
Print or Type Name of Proposer

3-29-22
Date

Core and Main, LP
Legal Name of Firm

121 Jet Plex Circle
Mailing Address

Madison AL 35758
City State Zip Code

(256) 772-0252 (256) 772-1954
Phone Fax

emory.gibson@coreandmain.com
Email Address

www.coreandmain.com
Website Address

DocuSign Envelope ID: 1680B2B1-2B06-4641-889B-D8717AADF443

E-Verify

Company ID Number:40635 Client Company ID Number:1219073

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Core & Main LP	
Name (Please Type or Print) Laura Schneider	Title VP, HR
Signature Laura Schneider	Date 10/26/2018
E-Verify Employer Agent LawLogix Group, Inc.	
Name (Please Type or Print) Marcos Medina	Title
Signature Electronically Signed	Date September 29, 2017
Department of Homeland Security – Verification Division	
Name	Title
Signature	Date

DocuSign Envelope ID: 1680B2B1-2B06-4641-889B-D8717AADF443

E-Verify

Company ID Number:40635 Client Company ID Number:1219073

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Core & Main LP
Company Facility Address	1830 Craig Park Court Saint Louis, MO 63146
Company Alternate Address	1830 Craig Park Court Saint Louis, MO 63146
County or Parish	Saint Louis City
Employer Identification Number	03-0550887
North American Industry Classification Systems Code	Building Material And Garden Equipment And Supplies Dealers (444)
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	247

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0298

Department: Finance

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

Ordinance amending Budget Ordinance No. 21-867, by changing appropriated funding for various departments and funds.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:
$20,000.00 - Increase the appropriation for the North Huntsville Business Association to provide additional funding for the purposes of achieving the designation of a Main Street Alabama Community with a transfer from the 2014 Capital Improvements fund balance.

$20,000.00 - Establish a transfer appropriation to the General Fund to provide additional funding to the North Huntsville Business Association for the purposes of achieving the designation of a Main Street Alabama Community.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1463

Department: Finance

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

Ordinance amending Budget Ordinance No. 21-867, by changing appropriated funding for various departments and funds.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

$20,000.00 - Increase the appropriation for the North Huntsville Business Association to provide additional funding for the purposes of achieving the designation of a Main Street Alabama Community with a transfer from the 2014 Capital Improvements fund balance.

$20,000.00 - Establish a transfer appropriation to the General Fund to provide additional funding to the North Huntsville Business Association for the purposes of achieving the designation of a Main Street Alabama Community.

ORDINANCE NO. 22 – _____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Budget Ordinance No. 21-867, adopted and approved on September 23, 2021, is hereby amended as follows:

In the GENERAL FUND:

Increase the appropriation for the North Huntsville Business Association to provide additional funding for the purposes of achieving the designation of a Main Street Alabama Community in the amount of $20,000.00 with a transfer from the 2014 Capital Improvements fund balance.

In the 2014 CAPITAL IMPROVEMENTS FUND:

Establish a transfer appropriation to the General Fund in the amount of $20,000.00 to provide additional funding to the North Huntsville Business Association for the purposes of achieving the designation of a Main Street Alabama Community.

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0299

Department: Finance

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

Resolution authorizing the Mayor to enter into an Investment Advisory Agreement between the City of Huntsville and PFM Asset Management, LLC.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Compensation is a percentage of the daily net assets under management and paid on an annual basis by monthly installments.

Department: Finance

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

Resolution authorizing the Mayor to enter into an Investment Advisory Agreement between the City of Huntsville and PFM Asset Management, LLC.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Compensation is a percentage of the daily net assets under management and paid on an annual basis by monthly installments.

RESOLUTION 22- _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to enter into that certain agreement by and between the City of Huntsville, an Alabama municipal corporation, and PFM Asset Management, LLC, a Delaware limited liability company, which said agreement is substantially in words and figures the same as that certain document attached hereto and identified as "Investment Advisory Agreement between the City of Huntsville and PFM Asset Management, LLC," consisting of seven (7) pages, and the date of April 14, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 14th day of April, 2022.

_____

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

APPROVED this the 14th day of April, 2022.

_____

Mayor of the City of Huntsville, Alabama

INVESTMENT ADVISORY AGREEMENT

THIS AGREEMENT, entered into as of the 14th day of April, 2022, by and between CITY OF HUNTSVILLE, an Alabama public agency (hereinafter the "Client"), and PFM ASSET MANAGEMENT LLC, a Delaware limited liability company with an office in Orlando, Florida (hereinafter the "Advisor").

W I T N E S S E T H

WHEREAS, the Client has funds available for investment purposes (the "Initial Funds") for which it intends to conduct an investment program; and

WHEREAS, the Client desires to avail itself of the experience, sources of information, advice, assistance and facilities available to the Advisor; to have the Advisor undertake certain duties and responsibilities; and to perform certain services as investment advisor on behalf of the Client, as provided herein; and

WHEREAS, the Advisor is willing to provide such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto, intending to be legally bound, agreed as follows:

1. SERVICES OF ADVISOR.

The Client hereby engages the Advisor to serve as investment advisor under the terms of this Agreement with respect to the Initial Funds and such other funds as the Client may from time to time assign by written notice to the Advisor (collectively the "Managed Funds"), and the Advisor accepts such engagement. In connection therewith, the Advisor will provide investment research and supervision of the Managed Funds investments and conduct a continuous program of investment, evaluation and, when appropriate, sale and reinvestment of the Managed Funds assets. The Advisor shall continuously monitor investment opportunities and evaluate investments of the Managed Funds. The Advisor shall furnish the Client with statistical information and reports with respect to investments of the Managed Funds. The Advisor shall place all orders for the purchase, sale, loan or exchange of portfolio securities for the Client's account with brokers or dealers recommended by the Advisor and/or the Client, and to that end the Advisor is authorized as agent

President of the City Council of the
City of Huntsville, Alabama
Date: April 14, 2022

of the Client to give instructions to the custodian designated by the Client (the "Custodian") as to deliveries of securities and payments of cash for the account of the Client. In connection with the selection of such brokers and dealers and the placing of such orders, the Advisor is directed to seek for the Client the most favorable execution and price, the determination of which may take into account, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been or will be furnished to the Advisor by such brokers and dealers. The Custodian shall have custody of cash, securities and other assets of the Client. The Advisor shall not take possession of or act as custodian for the cash, securities or other assets of the Client and shall have no responsibility in connection therewith. Authorized investments shall include only those investments which are currently authorized by the state investment statutes, the Client's investment policy, applicable bond indenture permitted investments, and applicable covenants and as supplemented by such other written instructions as may from time to time be provided by the Client to the Advisor. The Advisor shall be entitled to rely upon the Client's written advice with respect to anticipated drawdowns of Managed Funds. The Advisor will observe the instructions of the Client with respect to broker/dealers who are approved to execute transactions involving the Managed Funds and in the absence of such instructions will engage broker/dealers which the Advisor reasonably believes to be reputable, qualified and financially sound.

2. COMPENSATION.

(a) For services provided by the Advisor pursuant to this Agreement, the Client shall pay the Advisor an annual fee, in monthly installments, based on the daily net assets under management according to the schedule below:

Average Assets Under Management	Fees
Initial $25 million	10 basis points (0.10%)
Next $25 million	8 basis points (0.08%)
Next $50 million	7 basis points (0.07%)
Above $100 million	6 basis points (0.06%)

"Daily net assets" is defined to include the amortized value of securities, accrued interest and cash or any money market fund balance.

(b) The Advisor will bill the Client monthly for service performed under this Agreement, said bill to include a statement indicating the basis upon which the fee was calculated. The Client shall pay to the Advisor the amount payable pursuant to this Agreement not later than on the 15th day of the month following the month during which the Advisor's statement was rendered.

(c) Assets invested by the Advisor under the terms of this Agreement may from time to time be invested in (i) a money market mutual fund managed by an affiliate of the Advisor or (ii) a local government investment pool managed by the Advisor (either, a "Pool"), or in individual securities. Average daily net assets subject to the fees described in this section shall not take into account any funds invested in the Pool. Expenses of the Pool, including compensation for the Advisor and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

(d) If and to the extent that the Client shall request the Advisor to render services other than those to be rendered by the Advisor hereunder, such additional services shall be compensated separately on terms to be agreed upon between the Advisor and the Client.

3. EXPENSES.

(a) The Advisor shall furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel for managing the Managed Funds.

(b) Except as expressly provided otherwise herein, the Client shall pay all of its own expenses including, without limitation, taxes, commissions, fees and expenses of the Client's independent auditors and legal counsel, if any, brokerage and other expenses connected with the execution of portfolio security transactions, insurance premiums, and fees and expenses of the Custodian.

4. REGISTERED ADVISOR; DUTY OF CARE.

The Advisor hereby represents it is a registered investment advisor under the Investment Advisers Act of 1940, as amended. The Advisor shall immediately notify the Client if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Advisor agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under any federal securities laws. The Client hereby authorizes the Advisor to sign I.R.S. Form W-9 on behalf of the Client and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

5. ADVISOR'S OTHER CLIENTS.

The Client understands that the Advisor performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The Client agrees that the Advisor, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Managed Funds. The Advisor shall not have any obligation to purchase, sell or exchange any security for the Managed Funds solely by reason of the fact that the Advisor, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.

6. TERM.

This Agreement may be terminated by the Client in the event of any material breach of its terms immediately upon notice to the Advisor by certified mail, return receipt requested. This Agreement may be terminated by the Client at any time, on not less than thirty (30) days' written notice to the Advisor. The Advisor may terminate this Agreement immediately upon any material breach of its terms by the Client, or at any time after one year upon thirty (30) days' written notice to the Client.

7. FORCE MAJEURE.

The Advisor shall have no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of the business activities of the Advisor or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.

8. DISCIPLINARY ACTIONS.

The Advisor shall promptly give notice to the Client if the Advisor shall have been found to have violated any state or federal securities law or regulation in any final and unappealable judgment in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission ("SEC") or any other agency or department of the United States, any registered securities exchange, the Financial Industry Regulatory Authority, or any regulatory authority of any State based upon the performance of services as an investment advisor.

9. INDEPENDENT CONTRACTOR.

The Advisor, its employees, officers and representatives shall not be deemed to be employees, agents (except as to the purchase or sale of securities described in Section 1), partners, servants, and/or joint ventures of the Client by virtue of this Agreement or any actions or services rendered under this Agreement.

10. BOOKS.

The Advisor shall maintain records of all transactions in the Managed Funds. The Advisor shall provide the Client with a monthly statement showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received, and the value of assets held on the last business day of the month. The statement shall be in the format and manner that is mutually agreed upon by the Advisor and the Client.

11. THE ADVISOR'S BROCHURE AND BROCHURE SUPPLEMENT.

The Advisor warrants that it has delivered to the Client prior to the execution of this Agreement the Advisor's current SEC Form ADV, Part 2A (brochure) and Part 2B (brochure supplement). The Client acknowledges receipt of such brochure and brochure supplement prior to the execution of this Agreement.

12. MODIFICATION. This Agreement shall not be changed, modified, terminated or discharged in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assigns.

13. SUCCESSORS AND ASSIGNS.

The provisions of this Agreement shall be binding on the Advisor and its successors and assigns, provided, however, that the rights and obligations of the Advisor may not be assigned without the consent of the Client.

14. NOTICE.

Written notices required under this Agreement shall be sent by regular mail, certified mail, overnight delivery or courier, and shall be deemed given when received at the parties' respective addresses shown below. Either party must notify the other party in writing of a change in address.

Client's Address
City of Huntsville
Huntsville City Hall
308 Fountain Circle
Huntsville, AL 35801
Attn: Penny L. Smith, Director of Finance

Advisor's Address
PFM Asset Management LLC
250 E. Robinson Street
Suite 250
Orlando, FL 32801
Attn: Steven Alexander, Managing Director

With copy to:
PFM Asset Management LLC
213 Market Street
Harrisburg, PA 17101
Attn: Chief Administrative Officer

15. APPLICABLE LAW.

This Agreement shall be construed, enforced, and administered according to the laws of the State of Alabama. The Advisor and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to filing a lawsuit.

16. EXECUTION AND SEVERABILITY.

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date set forth in the first paragraph of this Agreement.

PFM ASSET MANAGEMENT LLC

By:_____

Name:_____

Title: Managing Director

CITY OF HUNTSVILLE

By:_____

Name: Tommy Battle

Title: Mayor

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0300

Department: Finance

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Highland Wake Construction, LLC to provide construction services for the Von Braun Center Propst Arena Exterior Ceiling Improvements.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $650.797.21

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1480

Department: Finance

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Highland Wake Construction, LLC to provide construction services for the Von Braun Center Propst Arena Exterior Ceiling Improvements.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $650.797.21

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and Highland Wake Construction, LLC in the amount of Seven Hundred Twenty Three Thousand One Hundred Eight Dollars and No/100s ($723,108.00 – Base Bid); contractor deduction of Seventy Two Thousand Three Hundred Ten Dollars and 79/100s ($72,310.79) for a Revised Base Bid of Six Hundred Fifty Thousand Seven Hundred Ninety Seven Dollars and 21/100s ($650,797.21) for the Von Braun Center Propst Arena Exterior Ceiling Improvements located at 700 Monroe Street SW, Huntsville, Alabama on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Fixed Price Agreement between the City of Huntsville and Highland Wake Construction, LLC", consisting of forty-four (44) pages, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of Huntsville, Alabama

CERTIFICATE OF COMPLIANCE

Pursuant to Code of Alabama, 1975 ("Code"), Section 39-5-1(b), the City of Huntsville, Alabama does hereby certify that the agreement by and between the City of Huntsville and

Highland Wake Construction, LLC
in the approximate amount of $650,797.21
for Von Braun Center Propst Arena Exterior Ceiling Improvements
to be awarded April 14, 2022,

is let in compliance with the Code, Title 39 and all other applicable provisions of law; and, only for purposes of a civil action as referenced in Code Section 39-5-1(a), the issuance of this certificate shall constitute a presumption that the contract was let in accordance with the laws.

City of Huntsville, Alabama

By: Penny J Smith
Penny Smith

Its: Finance Director

Date: 4-6-22

FIXED PRICE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND HIGHLAND WAKE CONSTRUCTION, LLC WITH ARCHITECTURAL SUPPORT FROM MATHENY GOLDMON ARCHITECTURE + INTERIORS, LLC

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

This Agreement is made by and between: City of Huntsville
P.O. Box 308
Huntsville, Alabama 35804

(hereinafter referred to as the "Owner") and: Highland Wake Construction, LLC
501 S. McKenzie Street, Suite 2
Foley, AL 36535

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

Project Title: **Von Braun Center Propst Arena Exterior Ceiling Improvements**
Project Location: 700 Monroe Street SW, Huntsville, AL 35801

General Description:
The project consists of installing approximately 11,060 square feet of new metal panel ceilings and LED light fixtures at four (4) exterior locations at the Propst Arena.

Date:_____

President of the City Council:_____
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 THE CONTRACT

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

1.2 THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the Plans and Project Manual dated **February 23, 2022**, addenda(s) **1-2** issued during the bidding and value engineering/cost reduction/quality reduction procedure, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, all of which are hereby incorporated herein by reference and made a part hereof. Documents not included or expressly contemplated in this Article 1 do not, and shall not form any part of this Contract.

1.3 ENTIRE AGREEMENT

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

1.4 NO PRIVITY WITH OTHERS

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

1.5 INTENT AND INTERPRETATION

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

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

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

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

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

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

1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 Contractor warrants and represents that it has received, reviewed, and examined the documents prepared by Architect using that degree of skill and care as a reasonably prudent Contractor would exercise under similar circumstances in preparing an estimate for work of a similar scope and magnitude. Based upon that examination, Contractor further warrants that it has not discovered any defects or deficiencies in the Contract Documents and that the documents are, to the best of Contractor's knowledge, information, and belief, adequate for constructing the Project. Contractor further agrees that in the event it should discover any defect, inconsistency, or inadequacy in the Contract Documents, it will notify Owner in writing as soon as practicable of such defect, inconsistency, or inadequacy such that Owner may request Architect to remedy the same.

1.5.8 In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control: The Contractor is deemed to have based his estimate upon the order of precedence as set forth below of performing the work. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern: and between larger scale and smaller scale drawings, the larger scale shall govern. Interpretations shall be based on the following order of precedence: 1) This Agreement, 2) Supplementary Conditions, if any, 3) Bid Documents and Addenda, with those Addenda of later date having precedence over those of earlier date, 4) The General Condition of the Contract for Construction, AIA Document A201, 5) Drawings and Specifications. In the event that there is a conflict between the Drawings and Specifications, the Owner shall determine which shall govern and it shall be assumed that the Contractor used the most expensive method of construction in preparing his bid for the Contract. This contract shall be administered based on the aforesaid assumption.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

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

ARTICLE II
THE WORK

2.1 The Contractor shall perform all the Work required by this Contract.

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

appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as set forth on page 1 and as set forth in the Contract Documents.

2.3 The Contractor shall be responsible for the creation and submission to the Owner of detailed and comprehensive as-built drawings depicting all as-built construction. Said as-built drawings shall be submitted along with building equipment operations manuals and all warranty data to the Owner upon final completion of the Project and receipt of same by the Owner shall be condition precedent to final payment to the contractor.

ARTICLE III
CONTRACT TIME

3.1 TIME

3.1.1 The Contractor shall commence the Work within 10 calendar days after the Owner issues the written notice to proceed and shall diligently continue its performance until final completion of the Project. The contractor shall accomplish Final Completion of all of the Work no later than **90 days** following the Notice to Proceed. The number of calendar days from the date on which the Work is permitted to proceed, through the date set froth for Final Completion, shall constitute the "Contract Time."

3.1.2 The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the Architect, the Project is at a level of completion in strict compliance with his contract, such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of substantial completion.

3.1.3 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

3.2 LIQUIDATED DAMAGES

3.2.1 In the event that unexcused delay causes the Contractor to fail to accomplish Substantial Completion of the Work in accordance with the dates set forth herein, for each and every day of delay the Contractor shall pay to the Owner the sum of **$1000.00** per day for liquidated damages for the loss of use. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. For liquidated damages pertaining to failure to achieve Final Completion in accordance with the requirements of paragraph 3.1.1. See paragraph 5.7.

ARTICLE IV
CONTRACT PRICE

4.1 THE CONTRACT PRICE

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

$ 723,108.00 - Base Bid
Seven Hundred Twenty Three Thousand One Hundred Eight Dollars and No/100s

$-72,310.79 - Deduct from Base Bid
Negative Seventy Two Thousand Three Hundred Ten Dollars and 79/100s

$ 650,797.21 - Total Contract Price

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 $38,047.00 is the approximate estimated sales taxes excluded from the Base Bid.

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

ARTICLE V
PAYMENT AND COMPLETION

5.1 SCHEDULE OF VALUES

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

5.2 PAYMENT PROCEDURE

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 PROGRESS PAYMENTS - The form of the Contractor's Application for Payment shall be supported by AIA Document G703, Continuation Sheet. Based upon the Contractor's Schedule of Values, the Contractor shall submit his applications for payment, in duplicate (each being notarized), to the Architect and to the Owner. After being subsequently certified by the Architect and sent to the Owner by the Architect,

the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or about the twentieth (20th) of each month after commencement of the Work, but no more frequently than once a month, the Contractor shall submit an Application for Payment to the Architect and to the Owner in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety-five percent (95%) of that portion of the Contract Price, less the total amounts of previous payments received from the Owner, which are properly allocable to Contract requirements properly provided, including labor and materials properly incorporated in the Work and including any materials stored on the site or suitably stored and insured off site for subsequent incorporation in the Work. Prior to requesting payment for any materials, the Contractor shall document to the satisfaction of the Owner and the Architect that the Contractor has paid for the materials included in the request for payments or that the materials are currently invoiced and payable. Payment for stored materials and equipment shall also be conditioned upon the Contractor's certification satisfactory to the Owner, that the owner has title to such materials and equipment and shall include proof of required insurance against loss or damage. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. After fifty percent (50%) of the Work has been completed, the Contractor may increase his payment request percentage to be one hundred percent (100%) of Work completed for the remaining half of the project instead of the ninety-five percent (95%) set forth above. Should the Contractor elect to calculate the retainage of 5% on a line item basis within the Schedule of Values, the total retainage per pay request shall be not less than 5% until the total pay application exceeds 50% of the Contract value.

5.2.4 The Architect shall determine and certify in writing to the Owner no later than the last day of the month, the amount properly owing to the Contractor. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below. The Owner will make payment to the Contractor pursuant to the Contractor's Application for Payment within thirty (30) days from the date of receipt by the Owner of the Architect's certification of the Contractor's Application for Payment.

5.2.5 The Contractor warrants that title to all Work covered by an Application for Payment will be vested in the Owner no later than the time of payment. The Contractor further represents and warrants that upon submittal of an Application for Payment, all Work for which payments have been previously paid by the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever. As a condition precedent to payment, the Contractor shall provide on a monthly basis to the Owner properly executed waivers of lien, in the form provided by the Owner which is set forth in "Exhibit D" hereto, from all subcontractors, material men, suppliers, or others having lien rights, wherein said subcontractors, material men, suppliers, or others having lien rights, shall acknowledge

receipt of all sums due to date pursuant to all prior Applications for Payment and waive and relinquish any liens, lien rights or other claims relating to date to the work site.

5.2.6 When payment is received from the Owner, the Contractor shall promptly pay each Subcontractor, material men, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor, material man, laborer, or supplier as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such Subcontractor, material man, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.7 No progress payment, nor any use or occupancy of the Project by the Owner, for any purpose, shall be interpreted or construed to constitute an acceptance of any Work not in strict accordance with this Contract.

5.2.8 No progress payment may include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

5.3 WITHHELD PAYMENT

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

(a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor.

(b) the quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract.

(c) the quantity of the Contractor's work not being as represented in the Contractor's Application for Payment.

(d) claims made or likely to be made by third parties against the Owner or the Owner's property.

(e) failure by the Contractor to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's work related obligations including Subcontractors, laborers, material men, material and equipment suppliers or others in a prompt and proper fashion.

(f) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price.

(g) evidence related to the Contractor's rate of Progress which in the Owner's opinion indicates that the Work will not be completed in the time required for substantial or final completion.

(h) the Contractor's persistent failure to carry out the Work or refusal to perform any of its obligations in accordance with the Contract.

(i) damage or loss caused by the Contractor or a Subcontractor, material man, laborer, or supplier to the Owner or a third party to whom the Owner is, or may be, liable.

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

5.4 UNEXCUSED FAILURE TO PAY

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

5.5 SUBSTANTIAL COMPLETION

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

5.6 PARTIAL OCCUPANCY OR USE

5.6.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor or as identified in Article III. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 5.5.1. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

5.6.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

5.6.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

5.7 COMPLETION AND FINAL PAYMENT

5.7.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Architect confirms that the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.7.2 If the Contractor fails to achieve final completion within the time fixed in paragraph 3.1, the Contractor shall pay the Owner the sum of **$1000.00** dollars per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.7.3 The Contractor shall not be entitled to final payment unless and until it submits to the Owner and the Architect, in a form and manner required by the Owner, if any, its affidavit that all its obligations for payrolls, Subcontractors, laborers, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors, laborers, and suppliers of the Contractor and of any and all other parties required by the Architect or the owner, consent of Surety, if any, to final payment. Additionally, all product warranties, operating manuals, instruction manuals and other record documents, drawings, and things customarily required of the Contractor, or expressly required herein, as a part of or prior to close out of the work must be delivered prior to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.7.4 The Contractor shall, immediately after the completion of the contract, give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done for a period of four successive weeks. A final settlement shall not be made upon the contract until the

expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published.

5.7.5 The Owner shall make final payment of all sums due the Contractor subject to 5.3.1 above, within thirty (30) days of the Architect's execution of a final Certificate of Payment.

5.7.6 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

ARTICLE VI
THE OWNER

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER

6.1.1 The Owner shall furnish to the Contractor, prior to the execution of this Contract , any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner shall also furnish, if appropriate and available, surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor or determined to be the responsibility of the Contractor in accordance with this Contract, the Owner shall obtain all easements required for construction and shall pay for aid to construction required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner will furnish the Contractor, free of charge, six (6) copies of the Contract Documents for execution of the Work. Additional copies may be purchased by the Contractor from the printer.

6.1.4 The Owner shall classify all contract modifications in accordance with the categories established in “Exhibit A” entitled “Contract Modification Request” which is attached hereto and incorporated by reference.

6.2 RIGHT TO STOP WORK

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

6.3 OWNER'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance

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

6.4 OWNER'S POINT OF CONTACT

6.4.1 The Owner's point of contact shall be **Byron Clanton, VBC Director of Facilities**. The telephone number on-site is **(256) 797-3858**.

ARTICLE VII
THE CONTRACTOR

7.1 CONTINUING DUTY

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

7.2 CONSTRUCTION AND SUPERVISION PROCEDURES

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

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

7.3 REVIEW OF FIELD CONDITIONS

7.3.1 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities.

Errors, inconsistencies or omissions discovered shall be reported to the Architect and to the Owner in accordance with provisions defined in Article 7.1.1.

7.4 WARRANTY

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not strictly conforming to these requirements may be considered defective and shall constitute a breach of the Contractor's warranty.

7.4.2 In addition to any other warranties and guarantees set forth elsewhere in this Agreement, the Contractor, upon request by the Owner or the Architect shall promptly correct all failures or defects in its Scope of the Work for a period of one (1) year after the date of substantial completion. In the event of termination of the Agreement for convenience or for cause prior to substantial completion, the Contractor shall be responsible for the correction of all failure or defects in its Scope of Work as performed and paid for a period of one (1) year after the effective date of the termination. Should the Contractor fail to promptly correct any failure or defect, the Owner may take whatever actions it deems necessary to remedy the failure or defect and the Contractor shall promptly reimburse the Owner for any expenses or damages it incurs as a result of the Contractor's failure to correct the failure or defect including, but not limited to, any attorney's fees necessary to remedy the failure or defect, or to obtain reimbursement from the Contractor.

7.4.2.1 The Contractor shall schedule, coordinate and participate in a walk-through inspection of the work one (1) month prior to the expiration of the one-year correction period, and shall notify the Owner, the Professionals, and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The purpose of the walk-through inspection will be to determine if there are defects or failures which require correction.

7.4.3 In addition to the warranties and guarantees set forth elsewhere herein, the Builder expressly warrants and guarantees to the Owner:

7.4.3.1 That its scope of the Work complies with (i) the Construction Documents; and, (ii) all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

7.4.3.2 That all goods, products, materials, equipment and systems incorporated into its scope of the Work conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (i) new (unless otherwise specified or permitted) and without apparent damage; (ii) of quality equal to or higher than that required by the Contract Documents; and (iii) merchantable.

7.4.3.3 That all management, supervision, labor and services required for its scope of the Work shall comply with the Contract and shall be and are performed in a workmanlike manner.

7.4.4 The Contractor shall require that all its subcontractors and suppliers provide written warranties, guaranties and other undertakings to the Owner and the Builder in a form identical to the warranties, guaranties and other undertakings set forth in this Contract, including the warranties, guaranties, and undertakings set forth in this Article, which warranties, guaranties and undertakings shall run to the benefit of the Owner as well as the Contractor.

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

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

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

7.5 PERMITS, FEES AND NOTICES

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

7.6 AUTHORIZED REPRESENTATIVE AND KEY PERSONNEL

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

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

NAME	FUNCTION
Michael Barnes	**Vice President – Huntsville**
Michael Gebler	**Project Manager**

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

7.7 SCHEDULE

7.7.1 The Contractor, within 10 days of the issuance of notice to proceed, shall submit to the Owner and the Architect for their information the Contractor's **schedule for completing the Work**. Such Schedule shall be in compliance with the requirements set forth in the Project Manual which is attached hereto and incorporated by reference. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply

with the provisions of this Paragraph 7.7.1 shall constitute a material breach of this Contract.

7.8 DOCUMENTS AND SAMPLES AT THE SITE

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

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

7.9.5 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved

of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

7.9.6 The contractor shall direct specific attention in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals to revisions other than those requested by the Architect on previous submittals.

7.9.7 Informational submittals upon which the Architect is not expected to take responsive action shall be so identified in the Contract Documents.

7.9.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

7.10 CLEANING AND USE OF THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site and off-site areas reasonably clean during performance of the Work and is responsible for the trash/debris that is allowed to accumulate onsite or off-site. Upon final completion of the Work, the Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash, and excess materials or equipment, together with all of the Contractor's property therefrom.

7.10.2 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment or impede floodwater flow.

7.10.3 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

7.10.4 **Access to the Site**: The Contractor shall perform its scope of the Work so as not to interrupt or interfere with any on site operations of the Owner or those authorized by the Owner to use the site.

7.11 ACCESS TO WORK

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

7.12 ROYALTIES AND PATENTS

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

7.13 SAFETY PRECAUTIONS AND PROGRAMS

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

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

7.13.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless by written agreement of the Owner and Contractor.

7.13.3 The Contractor shall not be required pursuant to Article 10 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

7.14 SAFETY OF PERSONS AND PROPERTY

7.14.1 It is acknowledged that the Contractor shall have a duty to protect all personnel, equipment, materials, supplies associated with this project. Damage to property or personnel shall be subject to the indemnification provisions of this Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby.

2. the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors or in transit; and

3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

7.14.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

7.14.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including fencing, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

7.14.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

7.14.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in paragraph 7.15.1 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under paragraph 7.15.1 , except damage or loss attributable to acts of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or

negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 7.13.

7.14.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be designated by the Contractor in writing to the Owner and Architect.

7.14.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

7.15 EMERGENCIES

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

7.16 CONTRACTOR REPRESENTATIONS

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

7.16.1 The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project.

7.16.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.

7.16.3 The Contractor has received, reviewed and carefully examined all of the documents which make up this Contract, including, but not limited to, the plans, and specifications, soils testing reports of subsurface conditions, and submittals, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

ARTICLE VIII
CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

8.1.1 The Architect for this project is **Matheny Goldmon Architecture + Interiors, LLC** in the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status role of the replacement Architect shall be that of the former Architect.

8.2 ARCHITECT'S ADMINISTRATION

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's agent from the effective date of this Contract until final payment has been made. The Architect shall be authorized to act on behalf of the Owner only to the extent provided in this Contract.

8.2.2 Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other in the first instance through the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the purpose of determining conformance with the design and Contract Documents.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this contract.

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

8.3. CLAIMS BY THE CONTRACTOR

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

any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.3 shall be reflected by a Change Order executed by the Owner, the Architect and the Contractor.

8.3.3 **CLAIMS FOR CONCEALED AND UNKNOWN CONDITIONS -** Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure being at variance with the conditions indicated by this Contract, or (c) should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted either upward or downward by Change Order As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.3.4 **CLAIMS FOR ADDITIONAL COSTS -** If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, the Contractor shall strictly comply with the requirements of 8.3.3 above. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

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

8.3.5 **CLAIMS FOR ADDITIONAL TIME -** If the Contractor is delayed in performing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work as authorized by the Owner, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or other Acts of God, then the date for achieving Substantial Completion of the Work or as applicable final completion, shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring

additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. A task is critical within the meaning of this paragraph 8.3.5 if, and only if, said task is on the critical path of the Project Schedule so that a delay in performing such task will delay the ultimate completion of the project. As defined in Article 7.1, The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without required pre-construction conferences, adequate Contract Documents, Contractor performed Interference Drawings, as defined in the Specifications, or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall provide to the Owner and Architect written notice of any error, omission, inconsistency, or ambiguity in the Contract Documents at least twenty-one (21) days prior to the scheduled date for performance of the affected portion of the Work. Failure to provide such written notice to the Owner and Architect in accordance with this paragraph shall result in the Contractor waiving any resulting claim for time delay or any other consequential damages. Upon written notice of said error, omission, inconsistency, or ambiguity in the Contract Documents the Owner will have 21 days to remedy same before starting to count days of delay to the Contractor. If the Contractor performs any of the Work which involves such an error, omission, inconsistency or ambiguity in the Contract Documents without such written notice to the Owner and Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

8.4 FIELD ORDERS

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

ARTICLE IX
SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity, which has a direct contract with the Contractor to perform a portion of the Work.

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

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner and the Architect, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner against the Contractor herein including those rights of contract termination as set forth by paragraph 12.2 below.

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

9.3.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

9.3.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

9.3.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Price deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contract, separate contractors and the Owner until subsequently revised.

9.3.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract.

9.4 MUTUAL RESPONSIBILITY

9.4.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

9.4.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with the portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

9.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

9.4.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to complete or partially completed construction or to property of the Owner or separate contractors.

ARTICLE X
CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed in strict accordance with applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDERS

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time for Performance, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order or other mutually agreed upon Contract modification.

10.2.2 Change orders shall be allowed only under the following conditions; 1) Minor changes for a total monetary amount less than that required by State law for competitive bidding ($15,000); or 2) Changes for matters incidental to the original contract necessitated by unforeseeable circumstances, including but not limited to, errors or omissions in the Contract documents requiring immediate action to forestall secondary damages; or 3) Changes due to emergencies; 4) Changes provided for in the original bidding and original Contract Documents as alternates.

10.2.3 The Contractor or successful bidder is expected to complete the project as bid and specified within the financial parameters stated therein. However, if it shall be determined that a change order is needed in any given case during the performance of a contract, the contractor shall promptly submit to the Architect a completed "Contract Modification Request" (Exhibit A) specifying the change(s) with justification. The Architect shall approve, modify or reject all contract modifications requests within five (5) working days and forward to the Owner, with a Contract Modification Request completed, as necessary, by the Architect, and attached to the Contract Modification Request.

10.2.4 In the event the change order requested by the Contract involves, 1) an increase in the contract sum or construction bid price, 2) an extension of the contract time, or 3) material change the contractor's scope of work or services, the Owner, shall determine whether this is a change order which can be allowed and, if so, what exception it would fall under. The representative of the Owner shall then document the same by completing a City of Huntsville Resolution Authorizing Change Order" (Exhibit C), attach the same to the "Change Order Request" and "City of Huntsville contract Change Order" and submit to the City Council at its next regularly scheduled Council meeting for approval. The contractor shall not perform any such change until receipt of "City of Huntsville Contract Change Order" (Exhibit B), signed by the Mayor and President of the City Council.

10.2.5 The Owner reserves the right to institute Change Orders as pursuant to the aforesaid terms and conditions.

10.2.6 In no event is a Change Order to be performed prior to approval thereof by Owner, except for emergencies.

10.2.7 No Change Order shall cause the total amount of Change Orders applicable to this contract to exceed 10% of the original, total Contract Price as stated in 4.1.1.

10.2.8 Change Orders increasing the Contract Price by in excess of $5,000, the following allowance for overhead and profit shall be utilized :

1. For the Contractor or Subcontractor , for Work performed by the Contractor's own forces, 10% of the cost.

2. For the Contractor, Subcontractor or sub-Subcontractor for Work performed by others, 5% of the amount due the subcontractor performing the Work.

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

4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 % of the amount due the Sub-subcontractor.

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

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

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

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

(1) by mutual agreement between the Owner and the Contractor as evidenced by

(a) the change in the Contract Price being set forth in the Change Order,

(b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and

(c) the Contractor’s execution of the Change Order; or,

(2) if no mutual agreement occurs between the Owner and Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct jobsite overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Architect requires.

10.3 MINOR CHANGES

10.3.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field

Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.4 EFFECT OF EXECUTED CHANGE ORDER

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

10.5 NOTICE TO SURETY; CONSENT

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

ARTICLE XI
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

11.1 DISCOVERING WORK

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

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

11.2 CORRECTING WORK

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

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

by the period of time which elapses between Substantial Completion and Completion of the subject Work.

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

11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

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

ARTICLE XII
CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited by Article X above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 **FOR CONVENIENCE**

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract, in whole or in part, by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 After receipt of notice of the termination for convenience for the terminated Work, the Contractor shall not enter into any new subcontracts, shall not purchase any additional supplies, equipment or materials for the Work, and shall make every effort to mitigate

the costs of termination. The Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or Subcontracts to the Owner or its designee. The Owner may direct the Contractor to take steps to preserve the Work in place at the time of the Termination.

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

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

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

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

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

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

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

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

12.2.2 FOR CAUSE

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

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

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

ARTICLE XIII
INSURANCE

13.1 INSURANCE

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

A. MINIMUM SCOPE OF INSURANCE:

1. Commercial General Liability

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

2. Professional Liability:

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

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

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

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

4. Automobile Liability:

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

5. Workers' Compensation Insurance:

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

6. Employers Liability Insurance:

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

7. Owner's, Contractors Protective Liability:

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

8. Property Insurance:

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

9. Umbrella (Excess) Liability Insurance:

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

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

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

2. Professional Liability:

Insurance may be made on a “claims-made” basis:

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

3. Railroads Protective:

$500,000

4. Automobile Liability:

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

5. Workers' Compensation:

As Required by the State of Alabama Statute

6. Employers Liability:

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

7. Owner’s, Contractors, Protective:

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

8. Property Insurance:

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

9. Umbrella (Excess) Liability Insurance:

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

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

C. OTHER INSURANCE PROVISIONS:

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

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

1. General Liability and Automobile Liability Coverages Only:

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

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

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

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

D. ACCEPTABILITY OF INSURERS:

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

E. VERIFICATION OF COVERAGE:

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

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

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

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

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

2. Professional Liability:

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

3. Indemnity:

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

ARTICLE XIV
MISCELLANEOUS

14.1 GOVERNING LAW

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

14.2 SUCCESSORS AND ASSIGNS

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

14.3 WRITTEN NOTICE

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

14.4. RIGHTS AND REMEDIES

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

14.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

14.5 TESTS AND INSPECTIONS

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

14.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 14.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice within twenty-four (24) hours to the Architect and to the Owner of when and where tests and inspections are to be made so the Architect may observe such procedures.

14.5.3 If such procedures for testing, inspection or approval under Subparagraphs 14.5.1 and 14.5.2 reveal failure of the portions of the Work to comply with requirements

established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Architects, services and expenses.

14.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect and to the Owner.

14.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

14.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

14.6 EQUAL OPPORTUNITY

14.6.1 The Contractor shall maintain policies of employment as follows:

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

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

14.7 SURETY BONDS

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

14.8 PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any subcontractor of the Contractor, shall be made available to the Owner or the Architect for inspection and copying upon written request by the Owner. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such other authority may review, inspect and copy such records. Said

records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. Records relating to costs associated with Contract Modification Requests (Change Orders) shall be compiled and maintained on the basis of each request for a change or modification to the contract. These records shall be compiled so as to substantiate all costs and issues associated with each separate change or modification. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice.

14.9 ENTIRE AGREEMENT

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

14.10 DOMESTIC PREFERENCES

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

14.11 DISPOSAL OF CONSTRUCTION DEBRIS AND WASTE

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

14.12 SURVIVABILITY OF CONTRACT PROVISIONS

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

14.13 CONTRACTOR'S E-VERIFY CLAUSE

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

applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract: "By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

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

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

*Signature: _____

*Name of Certifying Official (print):_____

*Title: _____

Date of Certification: _____

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

_____
Signature of Witness

_____
Printed Name of Witness

CONTRACTOR	OWNER
SEAL	SEAL
Michael Barnes **By:**	**Tommy Battle** **By:**
(SIGNATURE)	**(SIGNATURE)**
Michael Barnes, VP of Huntsville **Highland Wake Construction, LLC** **501 S. McKenzie Street, Suite 2** **Foley, AL 36535**	**Tommy Battle, Mayor** **City of Huntsville** **308 Fountain Circle** **Huntsville, AL 35801**
(DATE OF EXECUTION)	**(DATE OF EXECUTION)**

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 _____, 2022.

_____
Notary Public
My Commission Expires:
_____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

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

GIVEN under my hand and official seal this the _____ day of _____, 2022.

_____
Notary Public
My Commission Expires:
_____

"EXHIBIT A"

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 ARCHITECT*****

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. ARCHITECT _____
   B. PROJECT MANAGER _____
   C. EXECUTIVE DIRECTOR (VBC) _____

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

UPDATED 10/07/2015

CMR SUMMARY SHEET

PROJECT: _____ **CMR NUMBER:** _____

DESCRIPTION	MATERIAL COST				LABOR COST			EQUIPMENT			SUBCONTRACT	TOTAL
	QTY	UNIT	UNIT COST	SUBTOTAL	HOURS	RATE/HR	SUBTOTAL	DAYS	UNIT COST	SUBTOTAL	SUBTOTAL	
SUBTOTAL A												
SALES TAX			9.0%									
LABOR BURDEN			%									
SUB BOND			%									
SUBTOTAL B												
OVERHEAD & PROFIT			%									
TOTAL AMOUNT FOR CMR												

*** PLEASE ATTACH QUOTES WITH SIMILAR BREAKDOWNS FROM INCLUDED SUBCONTRACTORS AND SUPPLIERS ***

REVISED 11-3-2015 LEGAL APPVD

"EXHIBIT B"

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO.

DATE: _____ PROJECT:_____
TO:_____

(Contractor)

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

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

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

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

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

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

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

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

CONSENT OF SURETY

_____
(Company)

By _____
(Authorized Representative)

RECOMMENDED

By _____
(Design Engineer or Architect)

By _____
(VBC Director of Operations)

By _____
(VBC Executive Director)

CONTRACTING PARTIES

_____
(Contractor)

By_____
(Authorized Representative)

CITY OF HUNTSVILLE, ALABAMA

By_____
(Its Mayor)

By_____
(President of City Council)

Date_____

“EXHIBIT C”

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and _____, 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 _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama

"EXHIBIT D"

PARTIAL RELEASE AND WAIVER OF LIENS

FOR CONSTRUCTION OF VON BRAUN CENTER PROPST ARENA
EXTERIOR CEILING IMPROVEMENTS
FOR
THE CITY OF HUNTSVILLE,
HUNTSVILLE, ALABAMA

On this the ____ day of _____, 2022, the undersigned acknowledges that payment has been received from The City of Huntsville, either directly or through its General Contractor, _____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 **Von Braun Center Propst Arena Exterior Ceiling Improvements**. 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 _____, the General Contractor, The City of Huntsville, Alabama, above described Premises, and any money or funds in the hands of The City of Huntsville, Alabama, against all mechanics liens or rights against the construction and premises.

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

separately and specifically described are expressly and irrevocably waived and released)(if an attachment is used please note how many pages):

_____
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In witness hereof, the undersigned has caused this document to be signed and duly attested thereto on this the _____ day of _____, 2022.

Name: _____ Witness

By:_____ By:_____
Its:_____

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0301

Department: **Engineering**

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Barge Design Solutions, Inc., for Engineering Design Services for Mill Creek Action Activity, Project No. 71-22-SP27.

Resolution No.

Finance Information:

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

City Cost Amount: $205,000.00

Total Cost: $205,000.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Engineering design contract with Barge to provide streetscape improvements within the median along Governors Drive between Seminole Drive and Clinton Avenue to include landscaping, lighting, decorative banners and sidewalk improvements as part of the Mill Creek Action Activity Grant project. Design services in a Lump Sum Price of $205,000.00. Account No. 3080-71-00000-524009-00000000.

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between the City of Huntsville and Barge Design Solutions, Inc., in the amount of TWO HUNDRED FIVE THOUSAND AND NO/100 DOLLARS ($205,000.00) for Engineering Design Services for Mill Creek Action Activity, Project No. 71-22-SP27, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville and Barge Design Solutions, Inc., for Engineering Design Services for Mill Creek Action Activity, Project No. 71-22-SP27," consisting of a total of seventeen (17) pages plus thirty-one (31) additional pages consisting of Attachments 1-15, and the date of April 14, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA

AND

BARGE DESIGN SOULUTIONS, INC.

FOR

ENGINEERING DESIGN SERVICES

FOR

MILL CREEK ACTION ACTIVITY

Project I.D Number 71-22-SP27
April 14, 2022

President of the City Council of the City of Huntsville, AL
Date: April 14, 2022

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AGREEMENT BETWEEN

CITY OF HUNTSVILLE, ALABAMA
AND
BARGE DESIGN SOLUTIONS, INC.
FOR
ENGINEERING DESIGN SERVICES
FOR
MILL CREEK ACTION ACTIVITY

Project I.D Number 71-22-SP27

THIS AGREEMENT made as of the 14th day of April in the year 2022, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and BARGE DESIGN SOLUTIONS, INC., (hereinafter called ENGINEER).

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

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

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

1.1 Professional services for Mill Creek Action Activity, as further described in ARTICLE 2, and hereinafter called PROJECT.

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

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

ARTICLE 2 –SERVICES OF THE ENGINEER

2.1 ENGINEER shall provide for OWNER professional services for Mill Creek Action Activity.

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

2.3 The ENGINEER shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.

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

2.5 The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.

2.6 During the process of preparation of the documents, the ENGINEER shall review with the OWNER the documents, the estimate of probable construction cost, schedule, and other services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the ENGINEER shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.

Survey data shall be based on a US Public Land Survey System corner or quarter corner. Said corner or quarter corner shall be field verified by the surveyor and a state plane coordinate provided in deliverables submitted to the City of Huntsville. All survey work shall be based on the following datum's:

Coordinate System:	US State Plane
Zone:	Alabama East 0101
Vertical Datum:	The North American Vertical Datum of 1988 (NAVD 88)
Horizontal Datum:	The North American Datum of 1983 (NAD 83)
Geoid Model:	Geoid18
Units:	US Survey Feet

2.7 A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES OMITTED

ARTICLE 4 - ADDITIONAL SERVICES

The following services of the ENGINEER are not included in Article 2. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

4.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and

not reasonably anticipated, or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.

4.2 Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.

4.3 Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.

4.4 Providing services not otherwise required herein which are made necessary solely by the default of the ENGINEER or major defects or deficiencies in the work of the ENGINEER. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.

4.5 Providing expert witness services and other services arising out of claims.

4.6 Provide services to stake site during construction.

ARTICLE 5 - RESPONSIBILITIES OF OWNER

The OWNER, without cost to the ENGINEER, will perform the following in a timely manner so as not to delay the services of the ENGINEER:

5.1 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.

5.3 Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.

5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

5.5 When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER

5.6 The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

6.1 The ENGINEER shall commence services pursuant to this agreement as of April 15, 2022. The final completion date for the completion of Professional services as outlined in Article 2 shall be August 15, 2022.

The ENGINEER shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The ENGINEER shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the ENGINEER, except for cause.

If the ENGINEER becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the ENGINEER's control, which may result in the schedule of performance of the ENGINEER's services not being met, the ENGINEER shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the ENGINEER's schedule, the OWNER shall promptly notify the ENGINEER. In either event, the ENGINEER's schedule for performance of its services shall be equitably adjusted.

ARTICLE 7 - PAYMENT TO THE ENGINEER

7.1 BASIC SERVICES

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the LUMP SUM PRICE OF TWO HUNDRED FIVE THOUSAND AND NO/100 DOLLARS ($205,000.00) for Engineering Services as described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

7.2 REIMBURSABLE EXPENSES

The scope of work for sub-contracted services is defined in the ENGINEER's scope of services, Attachment 1. The scope includes provisions for administration expenses for subcontracted services and reimbursable direct expenses including but not limited to laboratory tests and analyses; computer services; word processing services; permit fees, bonds, telephone, printing, binding and reproduction charges; and other similar costs.
Indirect costs will have administrative fee reimbursements limited to no more than 5%. Direct costs are also limited to no more than 5% reimbursement.

Reimbursable expenses shall be limited during the term of this agreement as stated in Art. 7.1 Basic Services.

7.3 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

PAYMENT SUMMARY

Professional Services – Lump Sum Price of	$205,000.00
TOTAL CONTRACT AMOUNT:	**$205,000.00**

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The ENGINEER shall submit monthly invoices to the Administrative Officer in the Engineering Department, for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. Along with each invoice, the ENGINEER must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

8.1.2 The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

8.2 TIME FOR PAYMENT

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

In the event the OWNER becomes credibly informed that any representations of the ENGINEER, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the ENGINEER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

8.4 REIMBURSABLE EXPENSES

8.4.1 In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

(a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT; (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: www.irs.gov/pub/irs-pdf/p1542.pdf for more information.
(b) Charges for long-distance communications;
(c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
(d) Actual costs of reproduction for items in excess of those included in the required services;
(e) Postage and handling charges incurred for drawings, specifications and other documents.

8.4.2 The ENGINEER shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

8.5 W-9 TAXPAYER FORM

All ENGINEERING FIRMS are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

OWNER and ENGINEER agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

9.3 PEER REVIEW

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land

Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

9.4 CLARIFICATION OF WORK

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

9.5 CHANGES

9.5.1 The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

9.5.2 If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and ENGINEER.

9.6 ENGINEER'S RECORDS

Documentation accurately reflecting services performed and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the ENGINEER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the ENGINEER's records at the OWNER's reasonable expense.

9.7 SEAL ON DOCUMENTS

9.7.1 Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.

9.7.2 When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.

9.7.3 When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the ENGINEER shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the ENGINEER including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the ENGINEER shall

seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The ENGINEER shall not utilize standards of others without their written consent where written consent is required or implied.

9.7.4 Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

9.8 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

9.9 ESTIMATE OF CONSTRUCTION COST

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

9.10 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

9.11 TERMINATION BY THE OWNER WITHOUT CAUSE

The OWNER may terminate this Agreement without cause upon seven (7) days written notice to the ENGINEER. In the event of such a termination without cause, the ENGINEER shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In

such event, the ENGINEER shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

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

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

Insurance shall be written on an "occurrence" basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs ENGINEERs Protective Insurance.

B. Commercial General Liability

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

C. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT.

D. Automobile Liability:

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

E. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

F. **Employers Liability Insurance:**

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

10.3 MINIMUM LIMITS OF INSURANCE:

A. **General Liability:**

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

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

B. **Professional Liability:**

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

$ 500,000 Per Claim - Land Surveyors
$ 1,000,000 Per Claim - Other Professionals

C. **Automobile Liability:**

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

D. **Workers' Compensation:**

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

E. **Employers Liability:**

$ 1,000,000 Bodily Injury by Accident or Disease
$ 1,000,000 Policy Limit by Disease

10.4 OTHER INSURANCE PROVISIONS:

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

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

A. **All Coverage:**

The ENGINEER is responsible to pay all deductibles. ENGINEER agrees that for each insurance policy required by this clause, it shall not be suspend, void, cancel, non-renew or materially changed coverage by either party, reduced in coverage or in limits except after

thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER, which shall be provided as an endorsement to the policy.

10.5 ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

10.6 VERIFICATION OF COVERAGE:

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

10.8 HOLD HARMLESS AGREEMENT:

A. HOLD HARMLESS AGREEMENT:

A. Professional Liability Exposures:

The ENGINEER, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, judgments and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, caused by any negligent act, error or omission of the ENGINEER or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

To the fullest extent permitted by law, the ENGINEER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such information is promptly given to the OWNER.

B. Other Than Professional Liability:

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, judgments, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom actually or allegedly caused by the ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

This Agreement shall be governed by the law of the State of Alabama.

11.2 INTENT AND INTERPRETATION

11.2.1 The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the ENGINEER.

11.2.2 This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

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

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

11.2.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

11.2.6 Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

11.3 TIME IS OF THE ESSENCE

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The ENGINEER understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

11.4 SUCCESSORS AND ASSIGNS

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

11.5 NO THIRD-PARTY BENEFICIARIES

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor or, any third party, against the OWNER or the ENGINEER.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

All information, documents, and electronic media, computer source code furnished by the OWNER to the ENGINEER belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the ENGINEER, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the ENGINEER on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. This Section 11.6 shall survive the expiration of this Agreement.

11.7 SUBCONTRACT REQUIREMENTS

The ENGINEER shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor(s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

11.8 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

11.9 FEDERAL IMMIGRATION LAW

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

11.10 STRICT COMPLIANCE

No failure of the OWNER to insist upon strict compliance by the ENGINEER with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the ENGINEER's obligations.

11.11 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

11.12 SEVERABILITY

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

11.13 ETHICS

The ENGINEER shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The ENGINEER shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The ENGINEER shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the ENGINEER, OWNER or PROJECT in which the ENGINEER has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the ENGINEER or in which any consultant, trade contractor, subcontractor, or supplier of the ENGINEER has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the ENGINEER and the ENGINEER'S sub-consultants shall not offer services to the OWNER'S contractor.

11.14 ENTIRE AGREEMENT

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

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

ENGINEER:
BARGE DESIGN SOLUTIONS, INC.

BY: _____
Jonathan Haycraft

TITLE: Vice President

ATTEST: Ashley A. Glass

Given under my hand this 31st day

Of March, 2022.

_____
Notary Public

My commission expires 3/21/23

ASHLEY A. GLASS
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

OWNER:
CITY OF HUNTSVILLE

BY: _____
Tommy Battle

TITLE: Mayor

ATTEST: _____

Given under my hand this _____ day

Of _____, 2022.

_____
Notary Public

My commission expires _____

ENGINEER:
BARGE DESIGN SOLUTIONS, INC.

BY: _____
Jonathan Haycraft

TITLE: Vice President

ATTEST: Ashley A. Glass

Given under my hand this 31st day

Of March, 2022.

Ashley A. Glass
Notary Public

My commission expires 3/21/23

ASHLEY A. GLASS
STATE OF TENNESSEE
NOTARY PUBLIC
SUMNER COUNTY

OWNER:
CITY OF HUNTSVILLE

BY: _____
Tommy Battle

TITLE: Mayor

ATTEST: _____

Given under my hand this _____ day

Of _____, 2022.

_____
Notary Public

My commission expires _____

ATTACHMENT 1-Scope of services

(Refer to letter dated March 22, 2022 from Jack Kimbrough, Jr., P.E., to Kathy Martin and attachments).

BARGE
DESIGN SOLUTIONS

March 22, 2022

Ms. Kathy Martin, PE
Director, Engineering Division
City of Huntsville
320 Fountain Circle
Huntsville, Alabama 35801

RE: Revised Proposal
Mill Creek Action Activity (Pedestrian and Median Improvements)

Dear Ms. Martin:

Barge Design Solutions (Barge) is pleased to respond to your request for a proposal for professional services relative to the design of Mill Creek Action Activity Improvements. Barge will provide the services listed as outlined in the attached Scope of Services.

If you should have any questions, please feel free to call Jack Kimbrough, Jr. PE, at 256-203-8949.

Sincerely,

Barge Design Solutions, Inc.

Jack Kimbrough, Jr. PE
Director
Roadway Design

c: File

Enclosures: Scope of Services, Illustrative Sketch

200 CLINTON AVENUE // SUITE 800 // HUNTSVILLE // ALABAMA // 35801 // 256-533-1561 // BARGEDESIGN.COM

The scope of work is presented in the following elements.

I. Project Description
II. Scope of Services
III. Additional Services
IV. Project Understanding, Assumptions, and Exclusions
V. Time of Performance
VI. Client's Responsibilities
VII. Deliverables
VIII. Compensation

I. Project Descriptions

Project Description: The proposed project will include the improvements of pedestrian and landscaped areas along Governor's Drive from east of Clinton Avenue to Seminole Drive as shown on the attached illustrative site plan. The City is receiving HUD funds for the improvements as part of the Mill Creek Action Activity Grant. In general, the scope of work proposed by Barge for this project includes field survey preparation of pedestrian improvements, landscape, irrigation and lighting design plans for the above improvements.

II. Scope of Services

Barge proposes the following Scope of Services related to the above-noted items:

A: Field Survey

Barge will conduct a topographic and right of way survey along Governor's Drive from just east of Clinton Avenue to Seminole Drive. The work under this task will be for collecting visible utility, right of way, drainage and topographic information for the length of the project noted above, at a width matching the existing right of way, approximately 225'.

- Deliverables for this task include base maps and CADD files
- No additional meetings are anticipated for this task.

B: Landscape, Irrigation, Signal and Lighting Plans

Barge will prepare landscape design plans as noted below:
Barge will provide landscape architectural design services illustrating the proposed planting design as shown in the attached illustrative plan and as directed by the City of Huntsville. A detailed site landscape plan will be developed. Barge will provide the appropriate specifications to perform the construction work. Plans will illustrate the following items:

1. Plant location
2. Plant type
3. Plant name (scientific and common)
4. Plant size
5. Notes
6. Details

7. Quantity

Irrigation Design
Barge will provide irrigation design services illustrating the proposed i design for the roadway improvements. Typical details will be provided as well.
Barge will provide the appropriate specifications to perform the construction work. Plans will be drawn to a known scale and will illustrate the following:

1. Point of connection to water source
2. Meter size and location
3. Backflow size and location
4. Controller location
5. Main line size and routing
6. Valve size, type, and location
7. Lateral line size and routing
8. Irrigation head, type, and location
9. Quick coupler location
10. Notes and details

Hardscape Design
Provide professional landscape architectural design services illustrating the proposed hardscape features for the project area. Services are to include specialty pedestrian areas at Seminole Drive.

Plans will illustrate the following:
1. Material type and finishes
2. Dimensions and layout
3. Spot elevations and slopes
4. Notes, details, section, etc.
Specifications for noted items will be included.

Signal Design
Barge will provide traffic signal upgrades at the intersection of Governor's Drive and Clinton Avenue. Traffic signal upgrades will include the addition of pedestrian push button and indicator heads with poles.

Landscape Accent Lighting
Barge will provide landscape uplighting design within specific landscape areas as designated by the Owner during pre-design. Barge will propose specifications for the uplighting that includes product, installation and provision for power.

Roadway Lighting
Barge will provide roadway lighting design to include construction plans and specifications for poles and fixture selections provided by the City. Barge will provide a pole layout based on a photometric design, control cabinet design, and electrical service design including conduit /pull box layout, cable sizing and power coordination. Barge understands that the lighting included in this portion of the scope will be bid as an alternative bid.

C: ALDOT Permitting

Barge will assist the City of Huntsville in securing the MB-05 Grading and Landscaping Permit from the Alabama Department of Transportation for the improvements shown.

III. Additional Services

If services beyond the tasks outlined in Section II are required, this work can be completed utilizing the rates provided in Section VIII.

IV. Project Understandings, Assumptions, and Exclusions

A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

1. Barge assumes that work along cross streets will be limited to 25' from the intersections.
2. Barge assumes that this project will be let by the City of Huntsville in one construction package and that Barge will be present for a pre-bid meeting.
3. The design of utility relocations has not been included in the scope. Coordination with affected utilities is anticipated and Barge will coordinate with the City of Huntsville for utility relocation plans, prepared by others, to be included in the construction plans.
4. Barge has not included any overhead or other special signage design in this proposal.
5. Barge has not included any roadway lighting design in this proposal except as specifically noted.
6. Application and permitting fees are by the City and are not included herein.
7. Barge has not included any environmental investigations or permitting with this proposal. Any necessary environmental concerns will be addressed by the City separately.
8. Barge has not included any traffic counts or traffic operational analysis in the proposal.

V. Time of Performance

Barge is prepared to begin work within one (1) week upon receipt of a signed professional services agreement or written authorization to proceed. Barge understands that funding for this project is subject to certain timeframes and will strive to produce plans as noted by 6/1/2022 for bidding. The City understands that Barge has no control over ALDOT or other agency review times.

VI. Client's Responsibilities

Barge strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
B. Provide review comments in a timely manner.
C. Provide single point of contact for project coordination purposes.

VII. Deliverables

Several deliverables will be produced as part of the basic professional services. The following is a list of documents that will be produced as a part of this effort.

A. Deliverables for this task will be in accordance with Attachment 4 of the Standard Engineering Contract.

B. Barge will attend meetings for these tasks in accordance with the list below:

Description	Location	# Occurrences

Kickoff Meeting	Huntsville	1
30% Design Rev.	Huntsville	1
60% Design Rev.	Huntsville	1
Final Design Rev.	Huntsville	1
Pre-Bid Meeting	Huntsville	1

VIII. Compensation

The compensation to be paid to Barge for providing requested services is provided in the Fee Summary Table below:

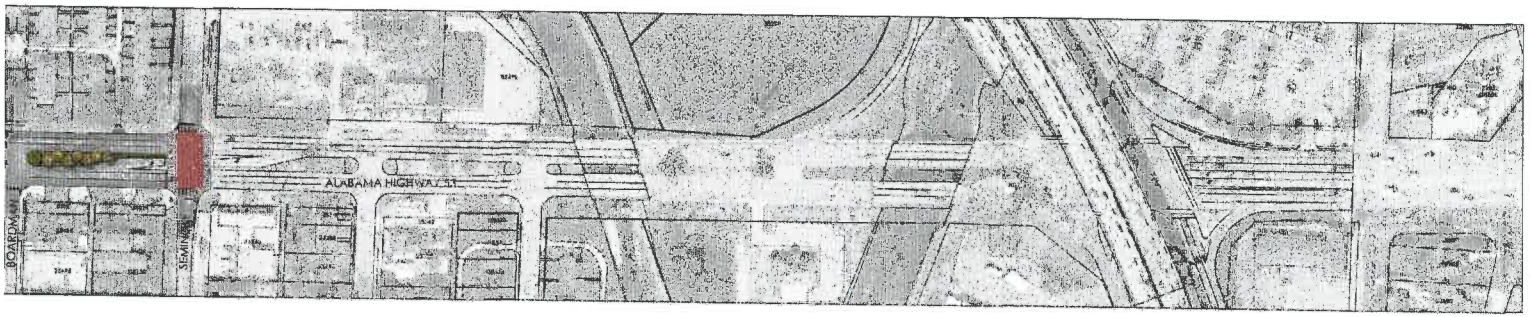
Fee Summary Table

Items	Fee Type	Fee Amount
1. Survey	Lump Sum	$35,000
2. Landscape, Signal and Lighting Plans	Lump Sum	$160,000
3. ALDOT Permitting	Lump Sum	$10,000
TOTAL		$205,000

The fees provided above are valid up to three (3) months from the date of this proposal.

The following personnel rates shall apply for the duration of the project:

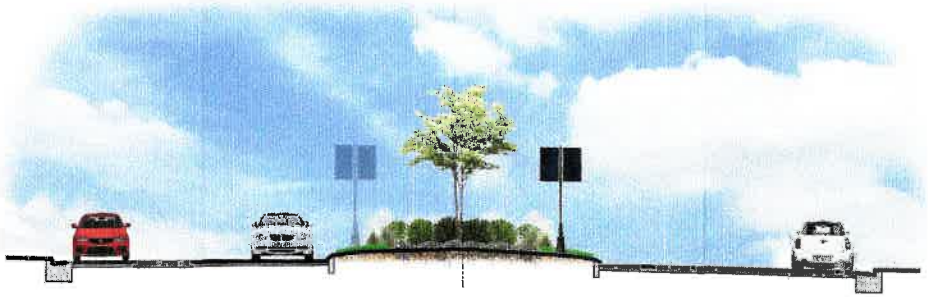
Position	Hourly Rate
Project Manager	$230
Senior Engineer	$215
Senior Landscape Arch.	$210
Engineer	$130
Landscape Arch.	$140
CADD/Designer	$115
PLS	$160
Survey Crew (2 man)	$170
Clerical	$85



LEGEND

- CLASS I SHADE TREE
- EVERGREEN TREE
- ORNAMENTAL FLOWERING TREE
- GROUNDCOVER A
- GROUNDCOVER B
- SMALL SHRUB AREAS
- MEDIUM SHRUB AREAS
- POSTS WITH BANNERS

50 25' 0 50 100
SCALE: 1"=50'-0"



GOVERNORS DRIVE (SR-53) MEDIAN IMPROVEMENTS - BRAHAN ST. TO SEMINOLE ST.

CITY OF HUNTSVILLE, ALABAMA
BARGE DESIGN SOLUTIONS

OCTOBER 2021

HUNTSVILLE
The Star of Alabama

BARGE DESIGN SOLUTIONS

ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. **General Information.** Please provide the following information:

Legal name(s) (include "doing business as", if applicable): Barge Design Solutions Inc.

City of Huntsville current taxpayer identification number (if available): 62-0525827
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. **Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (*check appropriate box*)	**Entity I. D. Number & Applicable State**
☐ Individual or Sole Proprietorship	Not Applicable
☐ General Partnership	Not Applicable
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: 850-762 Tennessee
☐ 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: , under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. **Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, ***are not required unless:*** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: _____ Title (if applicable): Office Administrator

Type or legibly write name: Michelle H. Gwin Date: May 14, 2018

ATTACHMENT 3
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.

2. City of Huntsville Engineering Standards, 1991.

3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.

4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.

5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.

6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 4
DESIGN REVIEWS

0% COMPLETE – PRE-DESIGN CONFERENCE

The ENGINEER shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

CONFERENCE FORMAT

The pre-design meeting will we initiated by the OWNER. The purpose of the conference will be to give the ENGINEER an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project Engineer and other personnel working on the PROJECT.

ATTENDEES: (Required)

- ENGINEER
- ALDOT (as appropriate for the type of project)
- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning

DISCUSSION TOPICS:

- Authority of OWNERS representative (Written submittal made to the ENGINEER)
- Scope of Work
- Time Requirements
- Budget Restraints
- Testing Requirements
- Permit Responsibilities
- Design criteria
- LC&E requirements
- Plan Requirements
- Special Conditions
- Utility Project Notification and a list of all utilities that need to be contacted.
- Tree Ordinance

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's subconsultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.

2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the ENGINEER'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the ENGINEER and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at http://www.huntsvilleal.gov/engineering/index.php.

3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the ENGINEER shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period Of Services in Article 6. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

ATTACHMENT 4
DESIGN REVIEWS

30% COMPLETE – CONCEPTUAL DESIGN

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the ENGINEER's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the ENGINEER to review the proposed field alignment of the PROJECT.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- ENGINEER presents recommended design/solutions along with other options and alternatives considered.
- ENGINEER presents updates on progress of permitting requirements
- ENGINEER presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- ENGINEER presents budgetary constraints

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A preliminary list of all permits to be obtained with associated fees.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.

ATTACHMENT 4
DESIGN REVIEWS

60% COMPLETE – PRELIMINARY DESIGN CRITERIA

The review of the PROJECT at this point is primarily to insure that funding limitations are not being exceeded and to insure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional review may be required by the OWNER to review changes proposed from previous submittals.

CONFERENCE FORMAT

ATTENDEES: (Required)

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

DISCUSSION TOPICS:

- Additional land acquisition needs, as required.
- Utility Project Notification and a list of all utilities that need to be contacted.
- Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- Update on progress of permitting requirements.
- Erosion control plan requirements, if required by the OWNER.
- Budget constraints.
- Progress on coordination with other project participants such as the City of Huntsville Real Estate Officers (Engineering Department), State of Alabama, sub consultants, etc.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)

2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.

4. Three (3) copies of preliminary plans for utilities shall be submitted.

5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)

6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.

7. Detailed preliminary construction cost estimate shall be submitted.

8. Results of geotechnical investigations shall be submitted.

10. A list of comments made at the 30% review and a summary of each resolution.

11. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

ATTACHMENT 4
DESIGN REVIEWS

90% COMPLETE – FINAL REVIEW

The review of this submittal is to ensure that the design is in accordance with directions provided the ENGINEER during the design process.

CONFERENCE FORMAT

DISCUSSION TOPICS

Discussion topics will be handled open forum.

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, (if required), Technical specifications, Right-of way drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.

2. A list of comments made at the 60% review and a summary of each resolution.

3. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:

   - Item Number
   - Item Description with standard specification used
   - Detailed calculation to include all measurements, conversion factors, and "standard" weights used
   - Final "calculated" amount and any "increased" amounts
   - Notes to include any deviation from referenced standard specifications

4. Two (2) sets of complete construction drawing prints sized 24" x 36" sealed and marked "90% COMPLETE". Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the Code of Alabama (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey.

5. One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction
   drawings (must be signed and sealed) – sized 11" x 17".

6. Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "90% COMPLETE". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone
7. One (1) Micro station digital file of right-of-way drawings.
8. Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)
9. One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)
10. One (1) print copy of Final Construction Cost Estimate.
11. One (1) digital spread sheet file of Final Construction Cost Estimate.
12. Three (3) printed and bound copies of corrected quantitiy calculations to match Final Bid Quantities.
13. One (1) digital spread sheet file (Excel 2003format) of Final Bid Quantities.
14. Two (2) print sets of contract specifications.
15. One (1) digital text file of contract specifications.
16. One (1) complete set of signed and sealed calculations.
17. One (1) complete set of all approved permits.
18. One (1) complete set of all field notes.
19. One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.
20. Utility Project Notification forms and a list of all utilities that need to be contacted.

ATTACHMENT 5 ENGINEER PERSONNEL FEE SCHEDULE

PLEASE REFER TO ATTACHMENT NO. 1
(PAGE 4 OF THE PROPOSAL)

ATTACHMENT 6 - PROGRESS REPORT
(Article 8)

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT ENGINEER _____

CONSULTANT _____CONSULTANT'S PROJ. MAN. _____

CURRENT MONTH % COMPLETE: _____ PREV. MONTH % COMPLETE: _____

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

_____

_____

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED		_____
SUBCONSULTANTS PAID IN FULL		_____
CONTRACTED COMPLETION DATE:	August 15, 2022	_____

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? _____ YES _____ NO
*If yes, send an electronic copy to the Project engineer

COMMENTS:

_____

_____

_____

This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

_____ _____

CONSULTANT DATE CITY PROJECT ENGINEER DATE

ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER

(Article 9.2)

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
	N/A	
	SUB-TOTAL	
	5% Administrative Fee	
	TOTAL	

ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST

REQUIREMENT	SUBMIT TO	SUBMITTAL REQUIREMENT DATE	NUMBER OF COPIES	REFERENCE SECTION OF CONTRACT AND COMMENTS
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
ADA grades, elevations and layout	OWNER	90% review, 100% complete	2	Article 2.6
Approval of ENGINEER's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the ENGINEER.	N/A	Article 3.4
Approval of ENGINEER submittals	OWNER	So as to cause no delay to the ENGINEER or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	ENGINEER	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10 & 9.11

Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and Attachment 4.
Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 6	1 hard; 1 digital	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	3	Attachment 4
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	3	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	2	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 4
Real Estate Deliverables	Project Engineer	60% design review, 90% review, 100% complete.	Reference Real Estate Division Plan Requirements	Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document
Traffic Control plan.	Project Engineer	60% design review.	N/A	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	2	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	N/A	Attachment 4
Relocation of Utilities	Project Engineer	0% review – list of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	1	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete – 1 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	100% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	1	Attachment 4
Field notes.	Project Engineer	100% complete.	1	Attachment 4

Digital aerial photography.	Project Engineer	100% complete.	1	Attachment 4
Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4

ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

DRAWINGS

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and ENGINEER's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

OTHER DOCUMENTS

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, flash drive, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2010 format.

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

Schedules shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping".

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land surveying as defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

Working drawings or other documents shall contain a statement to the effect "Preliminary-Not for construction, recording purposes or implementation."

ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM

NAME: _____
(Utility Name)

PROJECT NAME: _____ PROJECT NUMBER: _____

CONSULTING ENGINEER: _____
(Name)

ENGINEERING REPRESENTATIVE_____PHONE:_____

I have reviewed design drawings or other information as available, and:

DO _____ DO NOT _____

Have facilities that will require relocation. If relocation is required, a construction duration of _____ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:

NAME OF UTILITY: _____

NAME OF UTILITY: _____

NAME OF UTILITY: _____

OTHER: _____

COMMENTS: _____

BY: _____
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: _____ PHONE: _____
OFFICE CONTACT PERSON: _____ PHONE: _____

DATE: _____

ATTACHMENT 11

CONSTRUCTION PLANS FOR

PROJECT NAME

PROJECT INFORMATION

FOR THE

CITY OF HUNTSVILLE

HUNTSVILLE, ALABAMA

(PROJECT NO. XXXXXXXX)

SAMPLE STANDARD DRAWING FORMAT

HUNTSVILLE

The Star of Alabama

INDEX OF DRAWINGS

SHEET NO. TITLE

INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE, OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.

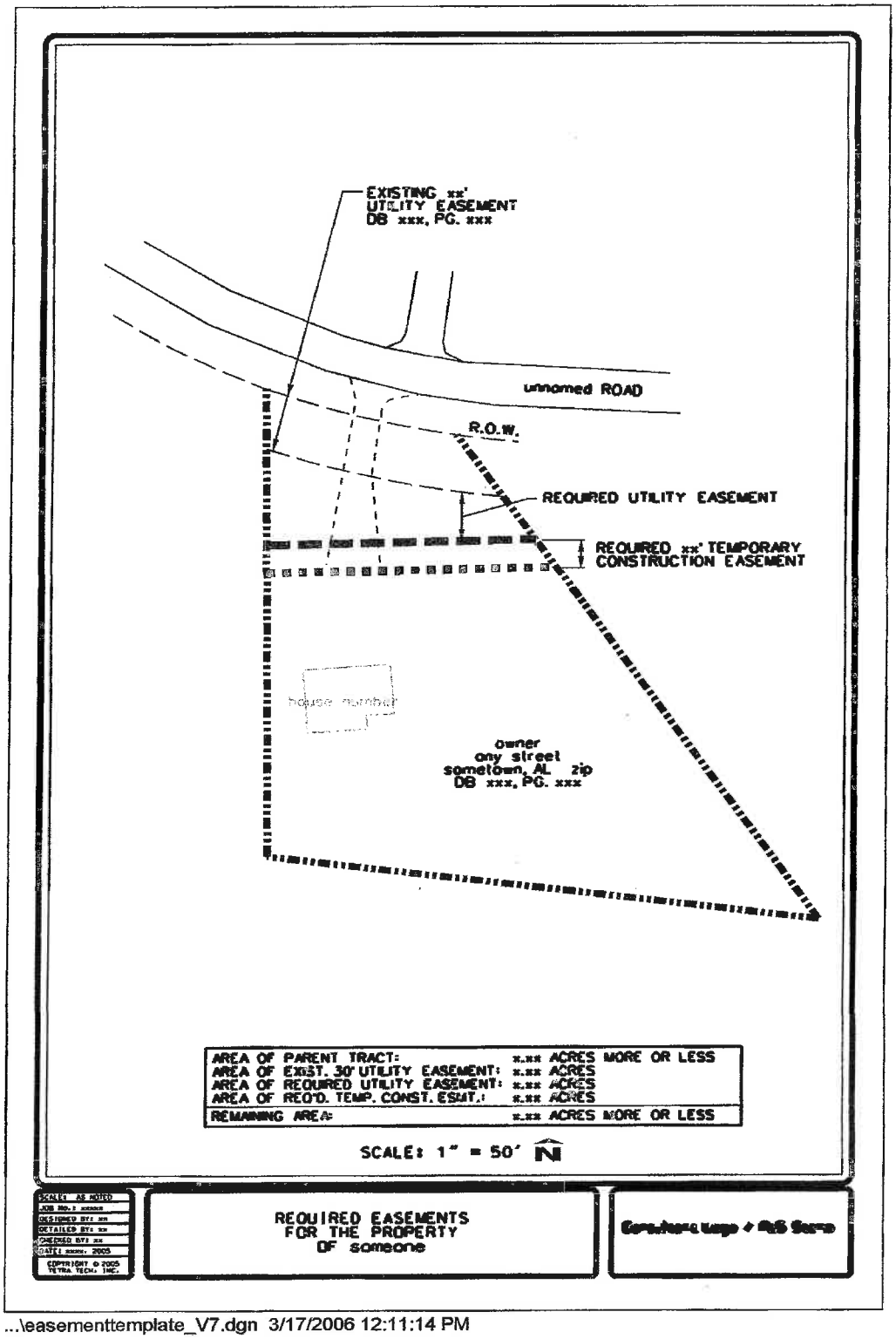
TITLE SHEET

PROJECT NAME AND INFORMATION

CITY OF HUNTSVILLE

HUNTSVILLE, ALABAMA

ATTACHMENT 12
SAMPLE



...\easementtemplate_V7.dgn 3/17/2006 12:11:14 PM

ATTACHMENT 13

United States National Map Accuracy Standards

With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:

1. ***Horizontal accuracy.*** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is potable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*

2. ***Vertical accuracy,*** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*

3. ***The accuracy of any map may be tested*** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*

4. ***Published maps meeting these accuracy requirements*** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*

5. ***Published maps whose errors exceed those afforested*** *shall omit from their legends all mention of standard accuracy.*

6. ***When a published map is a considerable enlargement*** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*

7. ***To facilitate ready interchange and use of basic information for map construction*** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

ATTACHMENT 14

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION
PLAN REQUIREMENTS

DRAWINGS:
Individual Parcels

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
  - Before
  - After
  - Taking
- ***All Parcels shall be closed shapes (polygons).***
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

Overall Project Land Acquisition Maps

- Total project drawing in dgn or dxf format
- Indicate the following:
  - Stationing on Centerline
  - Existing Right-of-Way
  - Proposed Right-of-Way
  - Existing Easements
  - Proposed Easements
  - Existing Pavement
  - Proposed Pavement/Sidewalks/Structures
  - Existing Structures
  - Property Ownership

Color Standards *(SAMPLE)*

Description	Color	Line Style	Type
Existing ROW	Red	Medium Dashed	
Proposed ROW	Red	Solid	Closed Polygon
Existing Easements	Orange	Medium Dashed	
Proposed Easements	Orange	Solid	Closed Polygon
TCE	Pink	Solid	Closed Polygon

DESCRIPTIONS:

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

GENERAL:

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).

- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.

- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

ATTACHMENT 15 - GIS BASE MAP

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology – Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL
37	2' Topo Contour						

38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			
40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1446

Department: **Engineering**

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Barge Design Solutions, Inc., for Engineering Design Services for Mill Creek Action Activity, Project No. 71-22-SP27.

Resolution No.

Finance Information:

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

City Cost Amount: $205,000.00

Total Cost: $205,000.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Engineering design contract with Barge to provide streetscape improvements within the median along Governors Drive between Seminole Drive and Clinton Avenue to include landscaping, lighting, decorative banners and sidewalk improvements as part of the Mill Creek Action Activity Grant project. Design services in a Lump Sum Price of $205,000.00. Account No. 3080-71-00000-524009-00000000.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0302

Department: Engineering

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

Resolution authorizing the Mayor to enter into a Utility Agreement for a Federal Aid Project between the City of Huntsville and the State of Alabama for Winchester Road, Project No. 65-09-RD03 and ALDOT Project No. STPHV-8556(601).

Resolution No.

Finance Information:

Account Number: 3020-71-00000-524000-PR8141XX-

City Cost Amount: $ 600,000.00

Total Cost: $ 3,000,000.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Utility Relocation Funding Agreement between City of Huntsville and ALDOT for eligible utility cost associated with the construction of the additional Lanes on CR 93 (Winchester Road) from CR-983 (Dominion Circle) to CR-406 (Naugher Road) ALDOT Project Number STPHV(601).

This is a 80/20 funded project. City funds involved $600,000.00; State funds $2,400,000.00 for a total amount of $3,000,000.00.

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a Utility Agreement for a Federal Aid Project between the City of Huntsville and the State of Alabama Department of Transportation for Winchester Road, Project No. 65-09-RD03 and ALDOT Project No. STPHV-8556(601), in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Utility Agreement for a Federal Aid Project between the City of Huntsville and the State of Alabama Department of Transportation for Winchester Road, Project No. 65-09-RD032 and ALDOT Project No. STPHV-8556(601)," consisting of a total of nineteen (19) pages, and the date of April 14, 2022, appearing on the margin of the first page, together with the signature of the resident or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of Huntsville, Alabama

UTILITY AGREEMENT FOR A FEDERAL AID PROJECT

BETWEEN THE STATE OF ALABAMA AND THE CITY OF HUNTSVILLE Madison County

Project No. STPHV-8556(601)
CPMS Ref# 100074512

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Huntsville, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the additional lanes on CR-93 (Winchester Rd.) from CR-983 (Dominion Cir.) to CR-406 (Naugher Rd.); Project# STPHV-8556(601); CPMS Ref# 100074512.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to $2,400,000.00 Federal funds unless the Huntsville Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Huntsville Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Huntsville Area Dedicated)	$ 2,400,000.00
City Funds	$ 600,000.00
TOTAL (Incl CE&I)	$ 3,000,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

President of the City Council of the City of Huntsville, AL
Date: April 14, 2022

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will be an eligible cost as part of this Agreement.

C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.

B. Associated Construction cost will not be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement.

The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

   The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.

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

D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Huntsville, Alabama

By: _____ **By:** _____

City Clerk (Signature) **As Mayor (Signature)**

_____ _____

Type Name of Clerk **Type Name of Mayor**

(AFFIX SEAL)

This agreement has been legally reviewed and approved as to form and content.

By: _____

William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

_____ _____

Curtis W. Vincent, P.E. **Bradley B. Lindsey, P.E.**
North Region Engineer **State Local Transportation Engineer**

_____

Edward N. Austin, P. E.
Chief Engineer
STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

_____

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS _____DAY OF _____, 20_____.

_____

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER_____

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

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Additional lanes on CR-93 (Winchester Rd.) from CR-983 (Dominion Cir.) to CR-406 (Naugher Rd.); Project# STPHV-8556(601); CPMS Ref# 100074512.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Huntsville, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____day of _____, 20____ , and that such resolution is on file in the City Clerk's Office.

ATTESTED:

_____ _____

City Clerk Mayor

_____day of _____, 20_____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_____day of _____, 20_____ .

_____

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

   1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

   2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

1-20

Rev. 10/2017

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL: _____

BUREAU CHIEF/REGION ENGINEER

APPROVAL: _____

CHIEF ENGINEER

APPROVAL: _____ NOVEMBER 1, 2017

TRANSPORTATION DIRECTOR **DATE**

1-20

Rev. 10/2017

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0303

Department: **General Services**

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Miller & Miller, Inc. for construction services for John Hunt Park Kids Space Phase II Renovation.

Resolution No.

Finance Information:

Account Number: 4013-14-00000-521016-00000000

City Cost Amount: $6,780,750.00

Total Cost:

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address: 2010 Airport Road SW
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Construction services contract to include a renovation of the Kidspace playground to include new playground equipment and surfacing. Project also includes a new gateway entry, new pavilions, renovation to the existing restroom, parking lot expansion, new parking lot lighting and coordination with the new skate park construction.

RESOLUTION NO. 20-_____

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 Miller & Miller, Inc. in the amount of Six Million Seven Hundred Eight Thousand Seven Hundred Fifty Dollars and No/100s ($6,780,750.00- Base Bid) Unit Price #1- $10.75/CY (Remove/Replace Unsatisfactory Soil); Unit Price #2- $15.50/CY (Offsite Borrow for Top Soil); Unit Price #3- $.67/CY (Sod for soil stabilization); for John Hunt Park Kids Space Phase II located at 2010 Airport Road, Huntsville, Alabama on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Fixed Price Agreement between the City of Huntsville and Miller & Miller, Inc." consisting of forty two (42)pages, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama

FIXED PRICE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND MILLER & MILLER, INC. WITH ENGINEERING SUPPORT FROM SCHOEL ENGINEERING COMPANY, INC.

~~~~~~

This Agreement is made by and between: City of Huntsville
P.O. Box 308
Huntsville, Alabama 35804

(hereinafter referred to as the "Owner") and: Miller & Miller, Inc.
2106 Miller Ferry Way SW
Huntsville, Alabama 35801

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

Project Title: **John Hunt Park Kid's Space Renovation**
Project Location: **2010 Airport Road SW**
General Description:
Construction services for JHP Park Kid's Space to include skate park area and moutain bike skills area; gateway entry; pavilion and restrooms; new lighting for existing and new expanded parking lot.

Date:_____

President of the City Council:_____
~~~~~~

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 THE CONTRACT

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

1.2 THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the Project Number **2019-005,** the Drawings dated **February 8, 2022,** addenda(s) **1-3,** 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 PRIVITY WITH OTHERS

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

1.5 INTENT AND INTERPRETATION

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

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

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

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

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

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

1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 Contractor warrants and represents that it has received, reviewed, and examined the documents prepared by 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 froth 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 **430 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 froth for Final Completion, shall constitute the "Contract Time."

3.1.2 The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the 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

$ 6,780,750.00 - Base Bid
Six Million Seven Hundred Eighty Thousand Seven Hundred Fifty Dollars and NO/100s

Unit Price #1	**Unsuitable Soils (Remove/Replace)**	**$10.75/CY**
Unit Price #2	**Offsite Borrow for Topsoil**	**$15.50/CY**
Unit Price #3	**Sod for Soil Stabilization**	**$ .67/SF**

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 $ 164,073.30 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 the Project Manager **Diana Cook, P.E.** The telephone number is **256-427-5289**.

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 o f 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**
Mark O. Seeley	Secretary

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 **Schoel Engineering Company, Inc.** event 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. Sucjh 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 Clain – 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 overage 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."

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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
_____	Tommy Battle
By:	By:
_____	_____
(SIGNATURE)	(SIGNATURE)
Miller & Miller, Inc. **2106 Miller Ferry Way SW** **Huntsville, AL 35801**	**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 _____, 2022.

_____
Notary Public
My Commission Expires:
_____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that _____ _____, whose names as _____ of **Miller & Miller, 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 _____, 2022.

_____
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):

"EXHIBIT A"

C O N T R A C T M O D I F I C A T I O N R E Q U E S T

DATE: _____ NUMBER: _____

PROJECT:_____
OWNER:_____
ARCHITECT:_____
CONTRACTOR:_____
DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):
_____
_____
_____

1. INITIATED BY : _____
2. OWNERS CLASSIFICATION (Check Appropriate Item **) :**

CONTRACT MODIFICATION

_____ VALUE ENGINEERING OR COST REDUCTION
_____ CHANGES IN PROJECT SCOPE OF WORK
CHANGE ORDER

_____UNFORESEEN CONDITIONS
_____TECHNICAL COORDINATION

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

_____ MINOR CHANGE OF A MONETARY VALUE LESS THAN $7,500 AND NOT REQUIRED FOR COMPETITIVE BIDDING.

_____ CHANGES FOR MATTER RELATIVELY MINOR AND INCIDENTAL TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.

_____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.

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

_____ CHANGE OF RELATIVELY MINOR TERMS 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.**

4. TOTAL COST (CONTRACTOR ATTACH DETAIL BREAKDOWN): _____

CMR SUMMARY SHEET

PROJECT: _____ **CMR NUMBER:** _____

DESCRIPTION	MATERIAL COST				LABOR COST			EQUIPMENT			SUBCONTRACT	TOTAL
	QTY	UNIT	UNIT COST	SUBTOTAL	HOURS	RATE/HR	SUBTOTAL	DAYS	UNIT COST	SUBTOTAL	SUBTOTAL	
SUBTOTAL A												
SALES TAX			9.0%									
LABOR BURDEN			%									
SUB BOND			%									
SUBTOTAL B												
OVERHEAD & PROFIT			%									
TOTAL AMOUNT FOR CMR												

*** PLEASE ATTACH QUOTES WITH SIMILAR BREAKDOWNS FROM INCLUDED SUBCONTRACTORS AND SUPPLIERS ***

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO.

DATE: _____ PROJECT:_____
TO:_____

(Contractor)

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

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

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

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

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

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

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

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

CONSENT OF SURETY

_____
(Company)

By _____
(Authorized Representative)

RECOMMENDED

By _____
(Design Engineer or Architect)

By _____
(COH Facilities Project Manager)

By _____
(Director of General Services)

CONTRACTING PARTIES

_____
(Contractor)

By_____
(Authorized Representative)

CITY OF HUNTSVILLE, ALABAMA

By_____
(Its Mayor)

By_____
(President of City Council)

Date_____

"Exhibit C"

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and _____, 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 _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama

EXHIBIT D
PARTIAL RELEASE AND WAIVER OF LIENS
FOR CONSTRUCTION OF
FOR

THE CITY OF HUNTSVILLE,
HUNTSVILLE, ALABAMA

On this the ____ day of _____, 2022, the undersigned acknowledges that payment has been received from The City of Huntsville, either directly or through its General Contractor, **Miller & Miller, Inc.** in the amount of _____, through Pay Request No. _____ (previous pay request), excluding retainage, as payment for all work, labor, services, equipment, skill and materials furnished, delivered, and performed by the undersigned for the general contractor for The City of Huntsville, Alabama or anyone in the construction of the **John Hunt Park Kids Space Phase II**. 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 **Miller & Miller, 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, 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):

_____
_____
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_____

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_____

In witness hereof, the undersigned has caused this document to be signed and duly attested thereto on this the _____ day of _____, 2022.

Name: _____ Witness

By:_____ By:_____
Its:_____

CERTIFICATE OF COMPLIANCE

Pursuant to Code of Alabama, 1975 ("Code"), Section 39-5-1(b), the City of Huntsville, Alabama does hereby certify that the agreement by and between the City of Huntsville and

Miller & Miller, Inc.
in the approximate amount of $6,780,750.00
for John Hunt Park Kids Space Phase II
to be awarded April 14, 2022

is let in compliance with the Code, Title 39 and all other applicable provisions of law; and, only for purposes of a civil action as referenced in Code Section 39-5-1(a), the issuance of this certificate shall constitute a presumption that the contract was let in accordance with the laws.

City of Huntsville, Alabama

By: _____

Its: Finance Director

Date: _____

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0304

Department: Urban Development

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

Resolution authorizing the Mayor to enter into an Agreement for Public Right-of-Way among the City of Huntsville, IMI Huntsville, LLC, and ProCOG, LLC, and acceptance of a Statutory Warranty Deed pertaining to the same.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Department: Urban Development

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

Resolution authorizing the Mayor to enter into an Agreement for Public Right-of-Way among the City of Huntsville, IMI Huntsville, LLC, and ProCOG, LLC, and acceptance of a Statutory Warranty Deed pertaining to the same.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION 22- _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to enter into that certain agreement by and between the City of Huntsville, an Alabama municipal corporation, and IMI Huntsville, LLC, an Alabama limited liability company, and ProCOG, LLC, an Alabama limited liability company, which said agreement is substantially in words and figures the same as that certain document attached hereto and identified as "Agreement for Public Right-of-Way among IMI Huntsville, LLC, City of Huntsville, and ProCOG, LLC," consisting of eleven (11) pages, including Exhibits "A" through "C," and the date of April 14, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor be, and he is hereby, authorized to execute and perform the Agreement for Public Right-of-Way, on behalf of the City of Huntsville, with such changes as the Mayor deems desirable and necessary, including the authority to execute all such documents relevant, required, or relating to effect, close, carry out, and/or complete the real estate transaction contemplated therein, including but not limited to, acceptance of fee simple title to certain real estate on behalf of the City of Huntsville, as further described therein.

ADOPTED this the 14th day of April, 2022.

_____

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

APPROVED this the 14th day of April, 2022.

_____

Mayor of the City of Huntsville, Alabama

AGREEMENT FOR PUBLIC RIGHT-OF-WAY

THIS AGREEMENT FOR PUBLIC RIGHT-OF-WAY (the "Agreement") is made as of March 14, 2022, among **IMI HUNTSVILLE, LLC**, an Alabama limited liability company ("IMI"), **CITY OF HUNTSVILLE, ALABAMA**, a municipal corporation ("City"), and **ProCOG, LLC**, an Alabama limited liability company ("ProCOG").

RECITALS

A. ProCOG is the fee owner of the property described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property");

B. IMI is the owner of certain property adjacent to the Property and desires for the City to design, build and maintain the Property as a public road; and

C. ProCOG desires to sell the Property and the City desires to own, design, build, and maintain a public road on the Property subject to the terms and conditions set forth below.

NOW, THEREFORE, with reference to the foregoing Recitals, all of which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Sale of Property.** ProCOG hereby agrees to sell the Property to the City for One Hundred Fifty Thousand Dollars ($150,000.00) (the "Purchase Price"). IMI hereby agrees to pay the Purchase Price on behalf of the City to ProCOG at the Closing.

2. **Development of Road.** The City hereby agrees to allow IMI and ProCOG to review and approve the road plans before commencement of construction. The City hereby agrees to design, build, and maintain a road on the Property within 24 months of the Closing. The City hereby agrees to construct and complete a curb cut to the road in the general location shown and depicted on the plat prepared by Johnson & Associates Engineering attached hereto as **Exhibit "C"** (the "Curb Cut Area").

3. **Closing.** The Closing of the sale of the Property shall occur on or before ten (10) days following approval of this Agreement by the City Council and shall take place as an escrow closing coordinated by Wilmer & Lee, P.A. If for any reason the City does not approve this Agreement on or before June 30, 2022, this Agreement shall automatically terminate and the parties shall have no rights and obligations to each other under this Agreement. At the Closing, IMI shall pay up to Three Thousand Dollars ($3,000) to reimburse ProCOG for legal expenses related to this Agreement. IMI agrees to pay the closing costs, recording fees and transfer taxes at Closing. ProCOG shall be responsible for the current year ad valorem taxes on the Property; provided, however, ProCOG shall receive a credit at Closing equal to the amount of taxes payable for the portion of the tax year after closing, based on the most recent tax bill for the Property. Notwithstanding anything to the contrary set forth herein, the parties acknowledge and agree that in no event shall the total amount paid to ProCOG at Closing be less than $150,000.

4. **Title.** At Closing, ProCOG shall convey to the City fee simple marketable title to the Property by statutory warranty deed in the form attached hereto as **Exhibit "B**," free and clear

of all liens, defects of title, and encumbrances, except for taxes for the current year and subsequent years not yet due and payable.

5. **Representations**. The parties hereto hereby certify, represent and covenant to each other as of the date hereof as follows:

(a) **IMI Representations**. IMI represents that it (i) is a limited liability company duly organized, existing and in good standing in the State of Alabama, (ii) has the power, authority and legal right to carry on the business now being conducted by it and to engage in the transactions contemplated by this Agreement, and (iii) the execution and delivery of this Agreement and the performance and observance of the provisions hereof have been duly authorized by any and all necessary actions of IMI, or affiliates of IMI.

(b) **City Representations**. The City (i) is a municipal corporation in Madison County, Alabama, (ii) has the power, authority and legal right to carry on the business now being conducted by it and to engage in the transactions contemplated by this Agreement. and (iii) the execution and delivery of this Agreement and the performance and observance of the provisions hereof have been duly authorized by any and all necessary actions of the City.

(c) **ProCOG Representations**.

(i) ProCOG (i) is an Alabama limited liability company, (ii) has the power, authority and legal right to engage in the transactions contemplated by this Agreement, and (iii) the execution and delivery of this Agreement and the performance and observance of the provisions hereof have been duly authorized by any and all necessary actions of ProCOG.

(ii) ProCOG has not received any written notice of any current or pending litigation, condemnation, tax appeals or environmental investigations against the Property;

6. **Severability**. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality and enforceability of any other provisions of this Agreement.

7. **Amendment**. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by IMI, ProCOG, and the City.

8. **Successors and Assigns**. This Agreement and all duties and obligations herein shall be binding upon the parties and their respective successors and assigns.

9. **Choice of Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

10. **Notices**. Each notice, request, demand and other communication hereunder will be in writing and will be deemed to have been duly given (i) when delivered by hand (so long as the delivering party shall have received a receipt of delivery executed by the party to whom such notice was delivered), or (ii) one (1) business day after delivery to a recognized overnight courier service,

in each case addressed to the parties as follows (or to such other address as a party may designate by notice to the others):

If to IMI:

c/o Miller Capital Advisory, Inc.
5750 Old Orchard Road, Suite 400
Skokie, Illinois 60077
Fax No.: (847) 966-9628
E-Mail: amiller@miller-capital.com and
awilson@miller-capital.com
Attention: Andrew R. Miller and
Andrew Wilson

with a copy to

Greenberg Traurig, LLP
77 W. Wacker Drive, Suite 3100
Chicago, Illinois 60601
Fax No.: (312) 899-0427
E-Mail:toonj@gtlaw.com
Attention: Jason M. Toon, Esq.

and

Burr & Forman, LLP
420 North 20th Street, Suite 3400
Birmingham, AL 35203
Email: msellers@burr.com
Attention: Melinda E. Sellers, Esq.

If to the City:

_____
_____
_____

with a copy to

Wilmer & Lee, P.A.
100 Washington Street
Huntsville, Alabama 35801
Attn: Suzanne D. Currie, Esq.
Email: scurrie@wilmerlee.com

If to ProCOG:

ProCOG LLC
6705 Odyssey Dr Ste C
Huntsville, AL 35806
Attn: Wendy Owens
Email: wendy.owens@provanv.com

with a copy to	Maynard, Cooper & Gale, P.C. 655 Gallatin Street Huntsville, AL 35801 Attn: Allie c. Tucker, Esq. Email: atucker@maynardcooper.com

11. **Counterparts**. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered shall be an original, but also such counterparts shall together constitute one and the same instrument.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

IMI HUNTSVILLE, LLC,
a Delaware limited liability company

By: Institutional Mall Investors, LLC
a Delaware limited liability company
its sole member

By: Miller Capital Advisory, Inc.,
an Illinois corporation
its manager

By: _____
Name: Andrew Wilson
Its: Vice President

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Name: _____
Its: _____

ProCOG, LLC,
an Alabama limited liability company

By: Wendy Owens
Name: Wendy Owens
Its: President

Exhibit A

LEGAL DESCRIPTION

Said tract being a portion of the property conveyed to Procog, LLC, as recorded in the Office of the Judge of Probate for Madison County, Alabama in Instrument 2019-00035337 and being more particularly described as follows:

Commencing at the northwest corner of Section 6, Township 4 South, Range 1 West of the Huntsville Meridian; Thence South 1 Degree 54 Minutes 57 Seconds West a distance of 2571.65 feet; thence South 88 Degrees 18 Minutes 38 Seconds East a distance of 1658.43 feet to a concrete monument found marking the southwest corner of a tract of land conveyed to Procog, LLC, as recorded in the Office of the Judge of Probate for Madison County, Alabama in Instrument 2019-00035337, said point being the Point of Beginning of the herein described tract, having established grid coordinates of N-1536570.78. E-403480.19 of zone east of the Alabama State Plane Coordinate System;

Thence along the west boundary of said Procog tract North 14 Degrees 57 Minutes 47 Seconds East a distance of 533.59 feet to a #4 rebar found on the south right-of-way of Odyssey Drive, said point being on a curve to the right, having a radius of 200.00 feet, the chord of which is South 69 Degrees 01 Minutes 17 Seconds East for a distance of 41.46 feet; thence leaving said west boundary and along said right-of-way and the arc of said curve 41.54 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set; thence leaving said right-of-way South 14 Degrees 49 Minutes 46 Seconds West a distance of 48.37 feet to a #5 rebar set; thence South 16 Degrees 23 Minutes 16 Seconds West a distance of 100.04 feet to a #5 rebar set; thence South 14 Degrees 49 Minutes 46 Seconds West a distance of 340.42 feet to a #5 rebar set; thence South 8 Degrees 52 Minutes 06 Seconds West a distance of 30.48 feet to a #5 rebar set on the south boundary of said Procog tract; thence along said south boundary North 88 Degrees 19 Minutes 44 Seconds West a distance of 44.07 feet to the POINT OF BEGINNING.

The above-described tract contains 0.48 acres (20959.37 sq. ft.), more or less.

Exhibit B

FORM OF DEED

THIS INSTRUMENT PREPARED BY:
Allie C. Tucker, Esq.
MAYNARD, COOPER & GALE, P.C.
655 Gallatin Street
Huntsville, AL 35801
(256)551-0171

STATE OF ALABAMA)

COUNTY OF MADISON)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS,

THAT IN CONSIDERATION of Ten Dollars ($10.00) and other good and valuable consideration to the undersigned grantor, PROCOG, LLC, an Alabama limited liability company ("Grantor"), in hand paid by CITY OF HUNTSVILLE, ALABAMA, a municipal corporation ("Grantee") the receipt of which is hereby acknowledged, Grantor does by these presents, grant, bargain, sell and convey unto Grantee all that tract or lot of land lying in the County of Madison, State of Alabama, and more particularly described on Exhibit "A", attached hereto and incorporated herein by reference.

SUBJECT TO:

1. Taxes and assessments for the year 2022 and subsequent years, not yet due and payable.

2. Easements, encumbrances and restrictions of record in the Office of the Judge of Probate of Madison County, Alabama, on the date hereof.

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

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1976), the following information is offered in lieu of submitting Form RT-1:

Grantee's Address:	
Grantor's Address:	6705 Odyssey Drive, Suite C, Huntsville, AL 35806
Property Address:	6705 Odyssey Drive, [illegible] Huntsville, AL 35806
Purchase Price:	$150,000.00
Parcel No.:	

And GRANTOR does for itself and for its successors and assigns covenant with the said GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of said premises;

that it is free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it and its successors and assigns shall warrant and defend the same to the said GRANTEE, its successors and assigns forever, against the lawful claims of all persons, claiming by, through or under GRANTOR but no further.

IN WITNESS WHEREOF, Grantor has executed and sealed this indenture, and delivered this indenture to Grantee, all this 14 day of March, 2022, [YEAR].

GRANTOR:

ProCOG, LLC,
an Alabama limited liability company

By: Wendy Owens
Name: Wendy Owens
Its: President

GRANTEE:

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Name: _____
Its: _____

Exhibit C

CURB CUT AREA

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0305

Department: City Attorney

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

Resolution authorizing the Clerk-Treasurer to invoke Progress Bank Letter of Credit No. 9001384600 for Olde Cobblestone Phase 8 Subdivision.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Progress Bank Letter of Credit No. 9001384600 for Olde Cobblestone Phase 8 Subdivision.

RESOLUTION NO. 22-_____

WHEREAS, Progress Bank issued a certain letter of credit (No. 9001384600) a copy of which is attached hereto and incorporated herein by reference, including any amendments thereto, in favor of the City of Huntsville, Alabama pursuant to Article 5 of the Subdivision Regulations for the City of Huntsville, Alabama; and

WHEREAS, the letter of credit is due to be invoked and the proceeds used in accordance with said subdivision regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City of Huntsville Clerk-Treasurer be and is hereby authorized to present for payment to Progress Bank Letter of Credit No. 9001384600, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

ProgressBank

201 Williams Avenue
Huntsville, Alabama 35801
Phone 256.319.3600

IRREVOCABLE LETTER OF CREDIT NO.9001384600

Beneficiary:
City of Huntsville
P. O. Box 308
Huntsville, AL 35804

Account Party:
Covington & Co., Inc.
2049 Max Luther Dr
Huntsville, AL 35810

Bank:
Progress Bank and Trust
201 Williams Avenue
Huntsville, AL 35801

Subject: Article 5 Landscape, Letter of Credit for **Olde Cobblestone Phase 8.**

Amount:	$16,400.00
Issue Date:	4/20/20
Expiration Date:	4/20/22

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit #9001384600 in your favor, effective April 20, 2020, for a sum not to exceed $16,400.00. Available by your one or more Drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to Progress Bank and Trust, 201 Williams Avenue, Huntsville, Alabama 35801.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

The original of this Letter of Credit must be presented with any drawing.

We hereby engage with you that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents as specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

Progress Bank and Trust

Scott Seeley
Senior Vice President

Sworn to and subscribed before me this 20 day of April, 2020

Notary Public Teresa Wallace

My Commission Expires 08/06/2023

TERESA WALLACE NOTARY PUBLIC ALABAMA STATE AT LARGE

DS 4-22-2020

KS 4/30/20

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0306

Department: City Attorney

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

Resolution authorizing the Clerk-Treasurer to invoke Progress Bank Letter of Credit No. 9001384200 for Olde Cobblestone Phase 8 Subdivision.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION NO. 22-_____

WHEREAS, Progress Bank issued a certain letter of credit (No. 9001384200) a copy of which is attached hereto and incorporated herein by reference, including any amendments thereto, in favor of the City of Huntsville, Alabama pursuant to Article 5 of the Subdivision Regulations for the City of Huntsville, Alabama; and

WHEREAS, the letter of credit is due to be invoked and the proceeds used in accordance with said subdivision regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City of Huntsville Clerk-Treasurer be and is hereby authorized to present for payment to Progress Bank Letter of Credit No. 9001384200, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

Mayor of the City of
Huntsville, Alabama

ProgressBank

201 Williams Avenue
Huntsville, Alabama 35801
Phone 256.319.3600

IRREVOCABLE LETTER OF CREDIT NO. 9001384200

Beneficiary:
City of Huntsville
P. O. Box 308
Huntsville, AL 35804

Account Party:
Covington & Co., Inc.
2049 Max Luther Dr
Huntsville, AL 35810

Bank:
Progress Bank and Trust
201 Williams Avenue
Huntsville, AL 35801

Subject: Article 5 Sidewalk, Letter of Credit for **Olde Cobblestone Phase 8**

Amount:	$71,912.70
Issue Date:	4/20/20
Expiration Date:	4/20/22

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit #9001384200 in your favor, effective April 20, 2020, for a sum not to exceed $71,912.70. Available by your one or more Drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to Progress Bank and Trust, 201 Williams Avenue, Huntsville, Alabama 35801.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

The original of this Letter of Credit must be presented with any drawing.

We hereby engage with you that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents as specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

Progress Bank and Trust

Scott Seeley
Senior Vice President

Sworn to and subscribed before me this 20 day of April, 2020

Notary Public Teresa Wallace

TERESA WALLACE
NOTARY PUBLIC
ALABAMA STATE AT LARGE

My Commission Expires 08/06/2023

DS 4-22-2020

RB 4/30/20

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0307

Department: City Attorney

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

Resolution authorizing the Clerk-Treasurer to invoke Bank Independent Letter of Credit No. 30016388 for the Retreat at Abbington Subdivision.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION NO. 22-_____

WHEREAS, Bank Independent issued a certain letter of credit (No. 30016388) a copy of which is attached hereto and incorporated herein by reference, including any amendments thereto, in favor of the City of Huntsville, Alabama pursuant to Article 5 of the Subdivision Regulations for the City of Huntsville, Alabama; and

WHEREAS, the letter of credit is due to be invoked and the proceeds used in accordance with said subdivision regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the City of Huntsville Clerk-Treasurer be and is hereby authorized to present for payment to Bank Independent Letter of Credit No. 30016388, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

Mayor of the City of
Huntsville, Alabama

BANK INDEPENDENT®

IRREVOCABLE LETTER OF CREDIT NO. 30016388

Beneficiary:
City of Huntsville
P.O. Box 308
Huntsville, AL 35804

Account Party:
Diltina Development Corporation
7545 AL Highway 72 W
Madison, AL 35758

Bank:
Bank Independent
PO Box 5000
Sheffield AL 35660
C/O Huntsville Branch

Subject: Article 5 Sidewalk, Letter of Credit for: Retreat at Abbington

Amount: $139,200.00

Issue Date: 07/20/2021

Expiration Date: 04/20/2022

Gentlemen:

We hereby open our irrevocable Standby Letter of Credit in your favor, effective July 20, 2021, for a sum not to exceed the aggregate of $139,200.00. Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to Bank Independent – Huntsville Downtown Square 123 North Side Square Ste 300, Huntsville AL 35801.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

The original of this Letter of Credit must be presented with any drawing.

We hereby engage with you that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents as specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

Sincerely,

Tim Singleton Jr.
Huntsville Area President

TDB 8-9-2021

MW 8-4-21 CM 8-9-2021 MB 8/12/21

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0308

Department: Police

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Randy Means & Associates, Inc.

Resolution No.

Finance Information:

Account Number: 1000-41-41305-515790-00000000

City Cost Amount: $ 6,000.00

Total Cost: $ 6,000.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Agreement between the Huntsville Police Department and Randy Means & Associates, Inc. for advanced command staff training

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement by and between the City of Huntsville and Randy Means & Associates, Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement Between The City of Huntsville and Randy Means & Associates, Inc." consisting of two (2) pages, and the date of April 14, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and 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 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of
Huntsville, Alabama

RANDY MEANS & ASSOCIATES, LLC
RMA

AGREEMENT

THIS **AGREEMENT**, made between the City of Huntsville (AL) Police Department (hereafter **"AGENCY"**) and Randy Means & Associates, LLC (hereafter **"CONTRACTOR"**),

WITNESSETH

That, in consideration of the mutual benefits and detriments identified herein, **AGENCY** and **CONTRACTOR** hereby agree as follows:

1. **Contractual Status.** **CONTRACTOR** will perform the services required herein as an independent contractor and will not thereby become an **AGENCY** employee.

2. **Time of Performance.** The agreed upon work will occur in the period commencing on June 27, 2022, and ending July 1, 2022.

3. **Scope of Work.** **CONTRACTOR** will provide five days of training on constitutional policing: two, two-day programs for officers and their leaders and a one-day program for leaders on related management issues. All training will occur in the Madison/Huntsville area at a location to be determined by **AGENCY,** which shall be permitted an unlimited number of attendees provided such attendees are employees of **AGENCY** and take up no more than half the seating space in the training site to be determined. The Madison (AL) Police Department (MPD) is sharing "50/50" in this project, will be utilizing the other half of the seating, and will be paying half of its cost.

4. **Compensation.** The **AGENCY** agrees to compensate the **CONTRACTOR** in the total lump sum amount of $6,000.00 for the work specified above. (The MPD is paying **CONTRACTOR** a like amount.) Payment will be made at the conclusion of services or sooner if **AGENCY** chooses. The payment will be made only upon receipt of a written invoice from **CONTRACTOR.**

5. **Administration.** The Chief of Police of **AGENCY** will be the administrator for this contract and responsible for approving payment to the **CONTRACTOR**.

6. **Taxes.** The **CONTRACTOR** is an independent contractor and as such shall be responsible for all taxes; the **AGENCY** will not pay or withhold any taxes. The **CONTRACTOR'S** correct taxpayer identification number is provided below, with **CONTRACTOR'S** signature.

7. **Warranty.** **CONTRACTOR** warrants that all services provided under this Agreement will meet or exceed contemporary professional standards in law enforcement training and will hold **AGENCY** harmless for any liability that occurs as a direct result of **CONTRACTOR'S** proven negligence in this service provision. Otherwise, each party is responsible for their own liability exposures.

_____
President of the City Council
Of the City of Huntsville, Alabama
Date: April 14, 2022

8. **Termination of Contract.** Either party may terminate this Agreement for any reason but only upon thirty (30) days written notice to the other party. Notices may be rendered to the **AGENCY** at its offices in Huntsville, AL and to the **CONTRACTOR** at 1100 Lovering Ave. Suite 1406, Wilmington, Delaware 19806.

9. **Situs.** This Agreement shall be governed by the laws of Alabama and any suit for breach or enforcement of the contract shall be filed there.

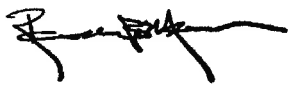
10. **Assignment.** Work under this agreement may not be assigned or transferred by the **CONTRACTOR**, who must perform all work personally.

IN WITNESS WHEREOF, the **AGENCY** and the **CONTRACTOR** have executed this Agreement in duplicate originals, one for each party, this the 14th day of April, 2022.

FOR CONTRACTING AGENCY
CITY OF HUNTSVILLE POLICE DEPARTMENT

_____
Mayor Tommy Battle

FOR CONTRACTOR
RANDY MEANS & ASSOCIATES, LLC



_____
Randolph B. Means
Principal and Sole Proprietor
Taxpayer I. D. Number 239-86-4301

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1443

Department: Police

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Randy Means & Associates, Inc.

Resolution No.

Finance Information:

Account Number: 1000-41-41305-515790-00000000

City Cost Amount: $ 6,000.00

Total Cost: $ 6,000.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Agreement between the Huntsville Police Department and Randy Means & Associates, Inc. for advanced command staff training

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0309

Department: Parking & Public Transit

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Nelson Nygaard Consulting Associates, Inc., for Development and Implementation of Update to Transit Improvement Plan.

Resolution No.

Finance Information:

Account Number: 1000-74-74100-515370-PN200003-00003

City Cost Amount: $20,000.00 (80% grant - 20% city)

Total Cost: $100,000.00

Special Circumstances:

Grant Funded: $80,000.00

Grant Title - CFDA or granting Agency: ALDOT Planning Grant

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION NO. 22-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, by the between the City of Huntsville and Nelson Nygaard Consulting Associates, Inc., for developing an update to the Transit Improvement Plan, in the amount of one hundred thousand dollars and no cents ($100,000.00), which is similar to certain document attached hereto and identified as "Agreement between the City of Huntsville and Nelson Nygaard Consulting Associates, Inc.", consisting of eleven pages and the date of April 14, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, a copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer, of the City of Huntsville, Alabama.

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND NELSON\NYGAARD CONSULTING ASSOCIATES, INC. FOR PROFESSIONAL SERVICES

STATE OF ALABAMA)
)
COUNTY OF MADISON)

This Agreement is entered into by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as "City" or "Client") and Nelson\Nygaard Consulting Associates, Inc. (hereinafter referred to as "Nelson Nygaard" or "Contractor"), a California corporation, on this the 14 day of April, 2022. The City and Nelson Nygaard hereby agree as follows:

WITNESSETH

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

1.0 Scope of Work.

Nelson Nygaard will coordinate with the Huntsville Area Metropolitan Planning Organization (hereinafter the "MPO") and the City of Huntsville Public Transit Division in developing an update to the Transit Improvement Plan (hereinafter the "Plan").

Nelson Nygaard will seek input from stakeholders, Huntsville citizens, existing and potential transit riders, review service ridership data, and analyze updated census data affecting transit needs in the area. Nelson Nygaard will provide a final updated 5-Phase Transit Improvement Plan at the end of the project.

The Scope of Work for this Agreement is described more fully in the proposal submitted by Nelson Nygaard, which is attached hereto and incorporated by reference as Exhibit "A".

Nelson Nygaard shall provide its services in accordance with the normal degree of care and skill of other reputable transportation planning professionals providing similar services on similar projects of like size and nature at the same time and in the same locale as this project.

2.0 Contract Amount and Payment Schedule.

The City will pay to Nelson Nygaard a fixed-price amount of One-hundred Thousand ($100,000.00) for the products and services provided by Nelson Nygaard pursuant to this Agreement. The City shall pay the said amount in monthly payments based on the percentage of the Work completed by Nelson Nygaard for the month billed. Payment shall be due thirty (30) days from the date the City receives the monthly invoice from Nelson Nygaard.

3.0 General Terms and Conditions

3.1 Notices.

All notices (a) shall be in writing, (b) shall be deemed served on the date on which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission ("E-mail") or telephonic facsimile transmission ("Fax") in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

Nelson\Nygaard Consulting Associates, Inc.
Jennifer Wieland
2 Bryant Street, Suite 300
San Francisco, CA 94105
jwieland@nelsonnygaard.com

City of Huntsville
Attention: John Autry
500 - B Church Street NW
Huntsville, Alabama 35801
(256) 427-6826
John.autry@huntsvilleal.gov

3.2 Project Staff.

Principal in Charge
James Gamez
(206) 357-7526
jgamez@nelsonnygaard.com

Project Advisor
Thomas Wittmann
(206) 357-7521
twittmann@nelsonnygaard.com

3.3 Time Period.

Nelson Nygaard shall commence the work to be done pursuant to this Agreement on April 1, 2022 and shall complete said work no later than January 30, 2023.

3.4 Work Outside Scope of Project.

No work outside the scope of work in the Agreement shall be authorized other than by mutually agreeable and properly authorized written change order.

4.0 SUBCONTRACT.

Nelson Nygaard may not associate/hire/contract with any subcontractor/independent contractor/consultant in order to fulfill the requirements of this Agreement without obtaining the prior written approval of the City's Project Manager. Nelson Nygaard shall be solely responsible for any and all payments/wages/earnings due any such independent contractor for work performed thereby in furtherance of this Agreement. Nelson Nygaard shall be legally responsible for any and all actions of any subcontractor/independent contractor/consultant. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve Nelson Nygaard of any responsibility for performing this contract. The City's Project Manager shall have final approval of any proposed subcontractor.

5.0 Confidential Information.

Each party hereto (each, a "Recipient") shall protect and keep confidential all non-public information disclosed to Recipient by the other party (each, a "Discloser") and identified as confidential by Discloser ("Confidential Information) and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. These obligations of confidentiality shall not apply to information that: (1) was previously known to Recipient; (ii) is or becomes publicly available through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser relating to such Confidential Information; (iv) is independently configured by Recipient; or (v) is required to be disclosed as a matter of law (e.g. open records request).

6.0 Termination

6.1 Termination For Convenience

This agreement may be terminated by the City without cause prior to the completion of the project upon ten (10) days written notice of the intent to terminate to Nelson Nygaard. Notice to terminate shall be given to Nelson Nygaard by written notification mailed or hand delivered to the contact address for Nelson Nygaard listed in Section 3.1 herein. In the event of such termination without cause, Nelson Nygaard shall be compensated for all

services actually performed in a timely manner prior to receipt of the notice of termination provided, however, that such compensation shall be conditioned upon Nelson Nygaard providing in a timely manner to the City all documents developed and copies of the work product produced pursuant to the Contract which were performed in furtherance of the Scope or Work up to the receipt of the notice of termination. Nelson Nygaard shall not be liable for any finalization of such documents that were not completed prior to termination. In such event, Nelson Nygaard shall promptly submit the City its invoice for final payment.

6.2 Termination for Cause

This agreement may be terminated by either party upon thirty (30) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination and the failure of the party to cure such cause within the thirty day period.

7.0 Non-exclusiveness of Remedies.

Any right or remedy on behalf of the City or Nelson Nygaard provided for in any of these specifications, including but not limited to any guaranty or warranty or any remedy for nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

8.0 Injuries to Nelson Nygaard.

Nelson Nygaard is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of Nelson Nygaard and its agents and/or employees. Nelson Nygaard waives any and all rights to recovery from the City for any injuries that Nelson Nygaard (and/or its agents and/or employees) may sustain while performing services under this Agreement except where caused by the fault of the City.

9.0 Insurance.

Nelson Nygaard shall carry insurance of the following kinds and amounts in addition to any other forms of insurance required under the terms of the contract specifications. Nelson Nygaard shall procure and maintain for the duration of the job until final acceptance by the City, 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 Nelson Nygaard, its agents, representatives, employees or subcontractors.

A. SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's express written approval.

Commercial General Liability

Products and Completed Operations
Contractual liability, subject to the policy terms, conditions and exclusions
Personal Injury
Property Damage

2. **Professional Liability:**

Insurance may be written on a "claims-made" basis, providing coverage for damages to the extent caused by the negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project.

3. **Automobile Liability:**

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

4. **Workers' Compensation Insurance:**

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

5. **Employers Liability Insurance:**

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

B. **LIMITS OF INSURANCE:**

1. **General Liability:**

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

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

2. **Professional Liability:**

Insurance may be made on a "claims-made" basis subject to the terms of section 9.0(A)(2) herein:

$ 1,000,000 per Claim and in the annual aggregate

3. **Automobile Liability:**

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

4. **Workers' Compensation:**

As Required by the State of Alabama Statute

5. **Employers Liability:**

$ 100,000 Bodily Injury by Accident - each accident
$ 100,000 bodily injury by disease – each employee
$ 500,000 bodily injury by disease - Policy Limit

C. **OTHER INSURANCE PROVISIONS:**

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

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

a. The City, its officers, employees, elected officials, 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 Nelson Nygaard for products used by and completed operations of Nelson Nygaard; or automobiles owned, leased, hired or borrowed by Nelson Nygaard. Additional insured status shall be through ISO Additional Endorsement CG 20 10 and CG 20 37 or equivalent forms to provide the coverage required by this Agreement.

b. Nelson Nygaard's general liability and auto liability insurance coverage shall be primary insurance as respects the City, its officers, employees, agents, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Nelson Nygaard's insurance and shall not contribute to it.

c. Nelson Nygaard's general liability and auto liability 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. Nelson Nygaard is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or nonrenewed by either party except after thirty (30) days' prior written notice by mail has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V.**

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and Nelson Nygaard shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The insurers, 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 reasonably approved by the City before work commences.

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

Nelson Nygaard shall require all subcontractors and/or consultantsto furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

For claims, damages, losses and expenses other than those arising from the performance of professional services, Nelson Nygaard, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligent performance of Nelson Nygaard's obligations under this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, , and (2) is caused by any negligent act or omission of Nelson Nygaard or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. **Professional Liability:**

Nelson Nygaard agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless, but shall have no duty to defend, the City, its officers, employees, and specified volunteers from and against damages, liabilities, losses and expenses including, but not limited to reasonable attorney's fees, to the extent caused by any negligent acts, errors, or omissions of Nelson Nygaard or any subconsultants or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

3. **Intellectual Property Rights.**

Nelson Nygaard agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by Nelson Nygaard pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to Nelson Nygaard and granting Nelson Nygaard the sole right to defend such claim. In the event of any infringement or claimed infringement, Nelson Nygaard, in its sole discretion, shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

9.1 CONSULTANT AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

Nelson Nygaard shall require any approved subcontractors and/or consultants working for the City of Huntsville pursuant to this Agreement to carry insurance as required under this Agreement.

10. GENERAL PROVISIONS.

10.1 Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws or provisions. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Madison County, Alabama.

10.2 Force Majeure.

Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics or pandemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters.

10.3 Headings.

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

10.4. Agreement Deemed to Have Been Jointly Drafted.

The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

10.5 Waiver.

The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

10.6 All Amendments in Writing.

No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

10.7 Property of City.

All work product prepared by Nelson Nygaard except for those standard details and specifications regularly used by Nelson Nygaard in its normal course of business shall become and be the sole property of the City. Any reuse or modification of such Work Product for purposes other than those intended by Nelson Nygaard in its scope of services shall be at the City's sole risk and without liability to Nelson Nygaard.

10.8 Third Parties.

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

10.9 Non Discrimination Policy.

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

10.10 No Assignment

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

10.11 Survivability.

The terms of Section 9.G. entitled "Hold Harmless Agreement", shall survive termination of this Agreement.

10.12 Entire Agreement.

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. In the event any separate Statements of Work are subsequently executed by the

parties and are in conflict with the provisions of this Agreement, then the provisions of this Agreement shall prevail over any such conflicting provisions. Any pre-printed terms and conditions of Nelson Nygaard's and City's business forms shall be without legal effect with respect to this Agreement or any subsequent Statements of Work.

10.13 Order of Precedence of Contract Documents

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and Nelson Nygaard is deemed to have based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement and 2) Nelson Nygaard's proposal attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

CITY OF HUNTSVILLE, ALABAMA

By:_____
Tommy Battle
Its: Mayor

Attest:_____
Kenneth Benion
Its: Clerk Treasurer

NELSON\NYGAARD CONSULTING ASOCIATES, INC.

By: Jennifer Wieland
Jennifer Wieland

Its: Managing Director

City of Huntsville

Transit Improvement Plan Update Proposal

January 2022

NELSON NYGAARD

January 7, 2022

John Autry
Public Transit Manager
City of Huntsville
500 B Church Street
Huntsville, AL 35801

Dear Mr. Autry,

We are pleased to offer the following proposal for the Huntsville Transit Improvement Plan Update. We are very excited about the opportunity to work on this project and continue our partnership with the City of Huntsville.

For this project, we have assembled a team, whose combined experience is well suited to the task at hand. Our team will be led by Principal **James Gamez**, a project manager with more 16 years of transit service planning experience. James has led more than 25 transit planning projects across the country, including the 2018 Huntsville Transit Study. Principal and Huntsville native **Thomas Wittmann** will serve as Project Advisor and participate in the project kickoff, stakeholder discussions, and city council briefings.

The scope of work and deliverables for this project are outlined in Scope of Services. Also included are our proposed project schedule and budget.

If this proposal is acceptable, you may issue a consultant contract or request our standard contract.

If you have any questions, please do not hesitate to contact our Project Manager, James Gamez at jgamez@nelsonnygaard.com or 206-357-7521, or Jennifer Wieland at jwieland@nelsonnygaard.com.

Sincerely,

James Gamez,

Project Manager

SCOPE OF SERVICES

TASK 1 PROJECT INITIATION AND MANAGEMENT

1.1 Project Kickoff

Following the notice to proceed, we will initiate the project with an in-person strategic planning meeting with City of Huntsville leadership. Meeting attendees will include the Mayor, City Administrator, Director of Parking & Transit, Public Transit Manager, Assistant Director of Urban Planning, Project Manager James Gamez and Principal-in-Charge Thomas Wittmann. This meeting serves several purposes:

- Discuss the vision for the City of Huntsville transit system.
- Tour key transit corridors and hubs, particularly those that have experienced growth and change such at Midcity and Old Monrovia Rd.
- Tour areas with perceived transit need that are not currently served by Huntsville Transit.
- Identify study stakeholders.
- Refine the project timeline, if necessary.

A draft agenda will be submitted to staff prior to the meeting and a summary will be provided after the meeting.

1.2 Bi-Weekly Project Updates

One of our tried-and-true project management strategies for all projects is to schedule bi-weekly conference calls between the client and our team's project manager. Bi-weekly meetings provide an opportunity to check in and make sure the project is progressing as anticipated. These 30-minute check-ins will be conducted via video calls. We will submit bi-weekly meeting agendas in advance of each call and provide meeting notes after each check-in.

TASK 2 EXISTING CONDITIONS ANALYSIS

Prior to conducting community outreach (Task 3) and developing service alternatives (Task 4), we will conduct a detailed evaluation of existing transit characteristics and performance, market conditions and travel patterns.

2.1 Service Analysis

As a starting point in our evaluation, we will analyze a wide range of characteristics, including but not limited to:

- Historical ridership trends
- Service availability (days, span, headways, holidays)
- Service hours
- Peak vehicles
- Capital facilities
- Service change and implementation history
- A timeline of COVID-19 actions and policy changes

These data and information will be summarized in concise narrative with intuitive and visually appealing graphics. Nelson\Nygaard will then develop detailed profiles for Orbit routes that examines several topics, such as:

- Route design and directness
- Major markets and destinations served
- Bus stop spacing and amenities
- Ridership patterns by time of day and direction of travel
- On-time performance
- Average speed by segment

Our route profiles will be written clearly and simply, so that the strengths, weaknesses, opportunities, and challenges associated with each route are easily understood.

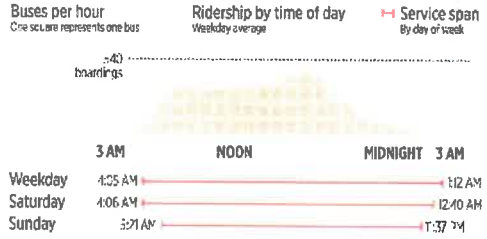
LA HABRA – HUNTINGTON BEACH VIA BEACH BOULEVARD

29

Service Patterns

Route 29 operates two service patterns which alternate every trip. Half of trips terminate at the Buena Park Metrolink Station and half terminate at La Habra Boulevard and do not serve Buena Park Metrolink. The segment between PCH/1st and Beach/Malvern has 15-minute service during morning and afternoon peak periods on weekdays and 18-minute service on weekends.

Span and Frequency



Ridership

Route 29 carries 6,403 passengers per weekday on average. The strongest ridership segment is between McFadden Avenue and Lincoln Avenue, with many stops generating more than 100 riders per day. In the southbound direction the stop at Beach/Lincoln, which provides transfers to Route 42, generates 241 per weekday on average, more than any other stop. Segments north of Malvern Avenue, which are only served on half of trips, generate less ridership, with only the stop at Beach/Imperial generating more than 50 riders per weekday.

Performance

Indicator	Weekday	Saturday	Sunday
Daily Boardings	6,403	5,092	4,127
Revenue Hours	203	180	158
Productivity	31.6	28.2	26.0
Farebox Recovery	23.5%	20.3%	18.3%
On-Time Performance	86.7%	85.9%	86.4%

Service Design

Stops per Mile	Average Speed (MPH)	Peak Headway	Off-Peak Service Levels	Saturday Service Levels
3.8	13.28	15	Good	Good

Strengths

Weekday ridership is above the Major Corridor group average. Compared to all other Major Corridors, Route 29 has the highest ratio of Saturday to Weekday ridership, 80%, which is supported by the high level of weekend service. Strong Saturday ridership indicates a diverse mix of rider types and trip purposes.

Weaknesses

After 6:00 p.m. on weekdays ridership declines precipitously along with service levels. While it is typical for demand to decline in the evenings, the drop from 15-minute to 60-minute by 8:00 p.m. service may make service inconvenient for riders returning from retail or service industry shifts that end later in the day. Farebox recovery is in the bottom third of the Major Corridors.

Route 29 Weekday Boardings

Sample Route Profile

2.2 *Market Analysis*

Using the latest 2020 Census American Community Survey (ACS), we will examine the distribution and densities of the following demographic and socio-economic groups that have a higher propensity to use transit:

- Seniors
- Persons with disabilities
- Zero-vehicle households
- Low-income employees

We will then develop a transit demand index that combines this data to illustrate which residential areas have the greatest need for transit service.

Using Census Longitudinal Employer-Household Dynamics (LEHD) data, we will also analyze employment densities across the city and develop the following maps:

- Overall employment density
- Low-income ($15,000 or less) employment density
- Retail Trade Sector
- Accommodation and Food Services Sector
- Manufacturing Sector

If available, we will also map University of Alabama at Huntsville and Alabama A&M University student addresses to determine if any transportation needs are not currently being met by Huntsville Transit or Bulldog Transportation System (BTS).

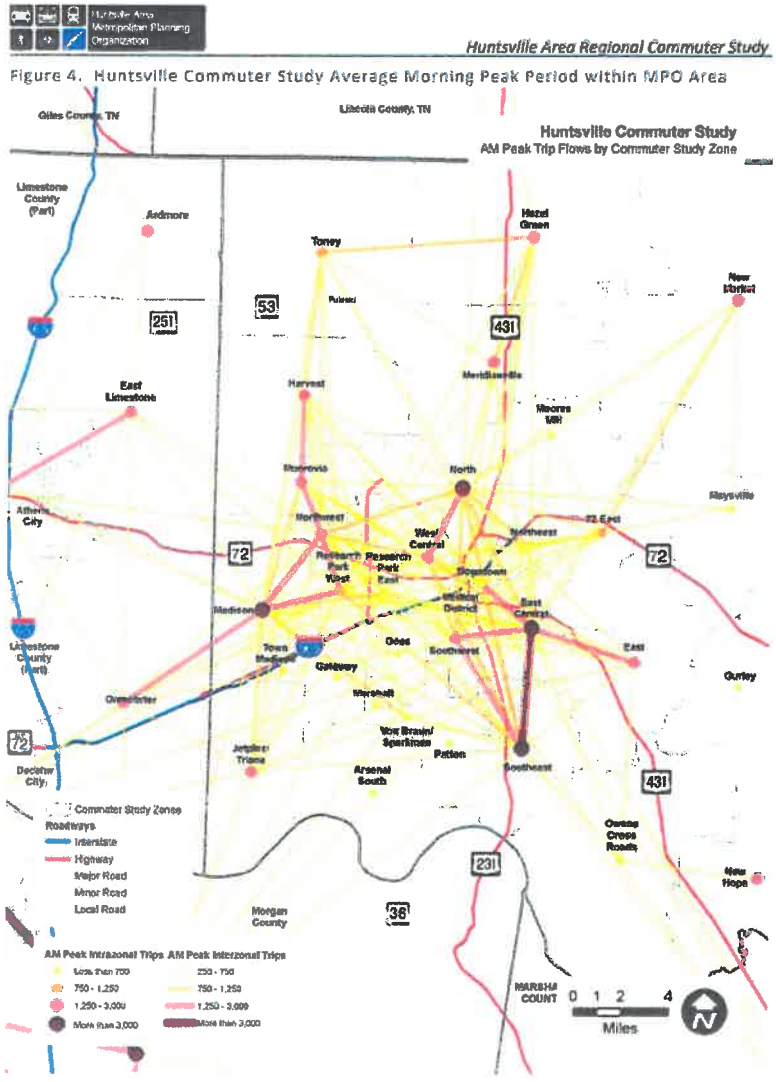
Using existing documents and the collective knowledge of staff, we will also identify and map major activity centers. We will then overlay existing routes over each map to compare existing service with respect to transit demand. From these comparisons, we will assess where transit market opportunities exist, particularly those which are unserved or underserved.

2.3 *Travel Pattern Analysis*

In addition to evaluating the distribution and density of key transit markets, we also access U.S. Census Longitudinal Employer-Household Dynamics (LEHD) data to analyze employment travel patterns by city, activity center, and sector.

We also review traffic flow data, employee origins, and proposed park-and-rides sites from the Huntsville Area Regional Commuter Study.

Nelson\Nygaard has a subscription with Replica that allows us to examine activity data to better understand how both riders and non-riders move across the study area and how those patterns have changed throughout the COVID-19 pandemic. The market and travel pattern analysis will provide a strong understanding of underlying transit demand.



Travel Flow Data from the Huntsville Area Regional Commuter Study (Source: Huntsville Area MPO)

2.4 Existing Conditions Analysis

As the first major deliverable of the study, the Existing and Future Conditions Report, will synthesize analyses and findings of Tasks 2.1-2.3. The report is also intended to serve as the foundation for the development of service and capital concepts.

Deliverables

- Existing Conditions Report

TASK 3 COMMUNITY ENGAGEMENT

The success of a transit project can hinge on public buy-in and consensus. Public participation will be integrated throughout the planning process to ensure that the project reflects the needs of transit riders, stakeholders, and other community members.

3.1 Community Outreach

Nelson\Nygaard will facilitate two rounds of public meetings and pop-up events at several locations that are either accessible by transit or generate significant activity. Potential direct outreach locations include:

- Huntsville Transit Center
- Showers Recreation Center
- Huntsville-Madison County Senior Center
- Sandra Moon Community Complex
- Hampton Cove
- West Huntsville
- Moores Mill

Direct outreach materials typically consist of posters and maps to convey existing conditions and generate discussion, and interactive surveys for participants of all ages and abilities. We will also develop outreach flyers that double as fact sheets. Outreach flyers are intended to reach a variety of audiences and can be disseminated online, with utility bills, and at public facilities such as libraries and recreation centers.

3.2 Online Outreach

Project websites, online surveys, and social media outreach are low cost and effective ways to present project information and obtain feedback from the community. Prior to the first round of outreach, we will develop a project webpage that provides:

- A description of the study
- Meeting announcements and other updates
- Link to an online survey
- information on how to provide feedback
- Links to download project deliverables

We will also coordinate with the working group to promote the project website through existing social media accounts. In conjunction with community meetings, we will design online surveys to obtain feedback from riders and non-riders.

3.3 *Stakeholder Discussions*

We will work with City of Huntsville staff in assembling a stakeholder group, likely consisting of representatives from social service agencies, medical facilities, educational institutions, major employers, transit advocacy groups, etc. In our experience, community-oriented groups provide a wealth of insight into the challenges and transit needs held by their constituents. Stakeholder meetings will be designed in such a way as to solicit information that responds to core questions but also allows for open-ended conversation. Some of the topics to be covered are:

- Perceptions about strengths/weaknesses in the current services
- Existing gaps in transportation services
- Likely benefits of improving local and regional transit services
- Highest priorities for improving transit services

To encourage interviewees to speak frankly, our typical approach is to provide interviewees with confidentiality and do so by presenting results in a manner that comments are not attributed to any specific individual or organization. Results of the stakeholder meetings will be summarized in a memorandum that will provide clear understanding of stakeholder perceptions of Huntsville Transit services along with key issues and opportunities.

3.4 *City Council Briefings*

Building off the kickoff discussion with City of Huntsville leadership, Nelson\Nygaard will facilitate virtual meetings with County Council throughout the study. Nelson\Nygaard will prepare highly visual and concise presentations for each council briefing. Meeting with Council consistently over the course of the project will allow the consultant team to seek direction for transit investments, as well as ensuring buy-in from Council members.

TASK 4 ALTERNATIVES EVALUATION

4.1 Route and Schedule Optimization

After completing the Existing Conditions Report, our team will develop route and schedule concepts. Our approach in developing service concepts is to identify opportunities that build upon existing strengths, capitalize on potential service improvement opportunities, and address any unmet needs. Initial service concepts may include but will not be limited to:

- **Route realignments** to provide more effective and efficient service.
- **Changes to headways** to match service levels with demand and facilitate connections.
- **Schedule adjustments** to ensure that routes operate reliably and meet rider needs.

Service concepts will be presented to City of Huntsville via interactive online meeting in which we will summarize proposed changes and benefits. This meeting will allow both City of Huntsville staff and the Nelson\Nygaard team staff to thoroughly discuss and refine each concept.

4.2 Service Expansion Options

The next step of concept development will focus on service enhancements and/or expansion over five phases. Service expansion concepts will likely include:

- **Service to new areas** identified in the market analysis as having sufficient demand for transit service.
- **Earlier and/or later service** to address rider requests and improve access to employment.

Service expansion concepts will be presented with maps, service characteristics, capital requirements, and anticipated benefits.

4.3 Microtransit Feasibility

Transit can be provided in many ways, but for it to be most effective, appropriate balances must be met between service coverage and intensity. The City of Huntsville varies significantly in terms of land use and socio-economic characteristics. As a result, some areas will support more robust transit service while other areas may be best suited to be served by microtransit or other alternatives to fixed-route service.

Emerging mobility-on-demand services such as microtransit have introduced new models for operating transit that can be particularly effective in serving first-/last-mile trips, lower-density areas, and/or late-night markets when fixed-route is less productive. This subtask will examine the feasibility for microtransit both geographically and temporally. Should a market for microtransit exist, we will evaluate different operating scenarios and provide both cost and ridership estimates.

TASK 5 REPORT DEVELOPMENT

5.1 5-Phase Service Plan

After obtaining staff, stakeholder and public feedback on fixed-route, paratransit, rideshare and potential subsidized on-demand transportation service concepts, we will develop a detailed 5-phase service plan that will include:

- Route and system maps depicting new or modified alignments
- Proposed service spans and headways
- Fixed-route expansion options
- Complimentary paratransit service requirements
- Potential non-traditional services
- Operating cost estimates

We will also create a service implementation plan that will identify the actions required to realize the recommendations.

5.3 Capital Plan

Nelson\Nygaard will develop a capital plan that reflects the five-phase service plan. The purchase or lease of buses, vans, and other revenue vehicles will be calculated in a fleet expansion and replacement schedule. The fleet plan will consider vehicle attributes (type, capacity, age, mileage, fuel type, fuel source, etc.) and potential new vehicle types, such as electric buses. We will also estimate the cost of all supporting infrastructure and technology. Additional capital improvement recommendations that improve system efficiency and enhance customer service may be included.

5.3 Draft and Final Report

The Draft Report will compile analysis, findings, and recommendations developed in previous tasks. The report will consist of the following chapters:

- Executive summary
- Existing conditions
- Market analysis
- Community outreach and feedback
- Service plan
- Capital plan

An electronic copy of the Draft Report will be submitted for review and comment.

Based upon one set of non-conflicting comments from staff, Nelson\Nygaard will revise the Draft Report and produce a Final Report in PDF and DOCX formats.

Deliverables

- Draft Report
- Final Report

RESUMES

James Gamez

Principal | Project Manager

James is a project Manager with 16 years of transit experience as a consultant and agency service planner. James specializes in transit network design and plan implementation. Since joining Nelson\Nygaard, James has led transit projects across the United States. James' list of completed projects include comprehensive system analyses, short-range transit plans, circulator studies, and capital investment plans. James takes pride in developing solutions that improve mobility and access to opportunity.

EDUCATION

B.A., Geography, University of Texas, 2003

EXPERIENCE

Nelson\Nygaard Consulting Associates, Inc.
Principal, 2018–Present; Senior Associate, 2013–2018

- **Montebello Bus Lines Comprehensive Operational Analysis (Montebello, CA) 2021-Ongoing.** Project manager for a comprehensive operational analysis that will explore opportunities for service optimization and increased regional coordination.
- **Maui Bus Route Study (Kahului, HI) 2021-Ongoing.** Project manager for a review of Maui Bus fixed route and paratransit service. The project also includes extensive rider and stakeholder outreach. The plan will result in recommendations for routes, schedules, capital facilities, and fleet electrification.
- **Kitsap Transit Long-Range Transit Plan (Bremerton, WA) 2021-Ongoing.** Project manager for a countywide transit study that that will recommend short and long-range service and capital investments.
- **Norman Transit Study (Norman, OK) 2020-2021.** Project manager for a comprehensive service plan that include a redesigned route network, a new downtown transit, and expansion priorities. Implementation is scheduled for Fall 2022.
- **Foothill Transit Comprehensive Operational Analysis, (West Covina, CA) 2014-2015, 2021-Ongoing.** Deputy project manager for consecutive Comprehensive Operational Analyses. The first COA led to route network simplification and new crosstown service. The ongoing COA will focus on designing routes to connect with LA Metro's Gold Line extension.
- **Avondale-Goodyear Transit Study, Maricopa Association of Governments (Phoenix, AZ), 2020–2021.** Project manager for a transit needs assessment for the cities of Avondale and Goodyear. The study will result in recommendations for expanded fixed-route service, a microtransit pilot, mobility hubs, and park-and-ride upgrades.
- **City of Casa Grande Transit Plan, (City of Casa Grande, AZ) 2020–2021.** Developed an implementation plan for a microtransit pilot in the City of Casa Grande, AZ.

- **CityLink Comprehensive Operational Analysis, Greater Peoria Mass Transit District (Peoria, IL) 2019–2020.** Project manager for a comprehensive assessment of transit service in the greater Peoria region. Also, assisted the agency prepare for implementation of service recommendations.
- **Kalamazoo Area Bus Stop Action Plan, Central County Transportation Authority (Kalamazoo, MI) 2018–2019.** James led a study to develop detailed bus stop recommendations and policy updates. Bus stop changes aimed to improve pedestrian access, amenities, and on-time performance.
- **Torrance Transit Comprehensive Operational Analysis, City of Torrance (Torrance, CA) 2018–2019.** Project Manager for a comprehensive assessment of transit. The study resulted in a 10-year plan to update, optimize, and expand Torrance's Transit service. Initial recommendations were implemented in 2001, including a new crosstown route connecting Torrance with adjacent Beach Cities.
- **Huntsville Transit Study, City of Huntsville (Huntsville, AL) 2018.** James served as project manager for this study to advance Huntsville's transit system over the next five years. The City of Huntsville implemented plan recommendations, which included a system route restructure and development a new Northside Transfer Center.
- **Transit Master Plan, City of Round Rock, (Round Rock, TX) 2015.** Project manager for transit development plan. Evaluated existing market conditions and travel patterns. Facilitated stakeholder discussions and public workshops to assess transit demand and increase community awareness. Developed 10-year service implementation plan.
- **Short Range Transit Plan, City of Turlock (Turlock, CA) 2015–2016.** Project manager for a comprehensive service evaluation. Developed recommendations for local service improvements, university student pass program, and regional commuter bus service. Assisted staff with service change implementation, rebranding, and marketing.
- **Comprehensive Operational Analysis, Corpus Christi Regional Transportation Authority (Corpus Christi, TX) 2015–2016.** Deputy project manager for comprehensive system evaluation. Facilitated outreach with riders and local stakeholders. Redesigned routes to serve new Downtown Transit Station. Reallocated service to improve frequency on high ridership corridors.
- **Transit Development Plan, StarTran (Lincoln, NE) 2015–2016.** Deputy project manager for a comprehensive system evaluation. Led a robust community engagement effort. Updated the entire route network to align with ridership trends and travel patterns.
- **Short-Range Transit Plan, RoadRUNNER Transit (Las Cruces, NM) 2014.** Project manager for a comprehensive evaluation of ridership, transfer patterns, and operational issues. Developed a cost-neutral plan to improve route connectivity and access to major destinations, while expanding service coverage. Recommended future transit investments and create performance metrics.
- **Comprehensive Operational Analysis and Ten-Year Plan, Antelope Valley Transit Authority, (Lancaster, CA) 2014.** Project manager for a multifaceted planning effort. Evaluated existing service performance. Engaged riders and stakeholders. Developed a 10-year service expansion plan, capital improvement recommendations, and performance standards.
- **San Marcos Five-Year Transit Plan, Capital Area Rural Transportation System (San Marcos, TX) 2014.** Project manager for a comprehensive short-range planning effort. Evaluated the effectiveness of the existing transit system and developed a five-year plan to optimize and expand services. Facilitated community and stakeholder outreach. Developed operating, capital, and financial plans.

PRIOR EXPERIENCE

Capital Metropolitan Transportation Authority, Austin, TX

- Principal Planner, 2011–2013
- Senior Planner, 2009–2010
- Transportation Planner, 2005–2008

Thomas Wittman

Senior Principal | Project Advisor

Thomas Wittmann has more than 25 years of experience in transportation planning, specializing in transit operations and capital planning. He has nationwide experience with large and small transit systems. His transit operations experience includes high-capacity transit feasibility studies, comprehensive operational analyses, transit master plans, transportation development plans, optimization studies, and management performance reviews. Thomas's transit capital facilities experience includes park-and-ride feasibility studies, park-and-ride operations plans, transit center planning, and ridership forecasts.

EDUCATION

MS, Civil Engineering, Transportation, North Carolina State University, 1994
BA, Physics, University of Chicago, 1991

EXPERIENCE

Nelson\Nygaard Consulting Associates, Inc.
Principal, 2011–Present

- **OKC Moves, EMBARK (Oklahoma City, OK) 2021–Ongoing.** Thomas is the project manager of this analysis, which addresses existing operational issues, integrates local service with the NW BRT, and develops a long-term vision to almost double the amount of transit service. Initial recommendations are anticipated to be implemented in 2022 or 2023.
- **Mobility for All, The Rapid (Grand Rapids, MI) 2019–Ongoing.** Thomas is the project manager of this comprehensive Operational Analysis to update the route network to better reflect current growth trends. Recommendations streamlining service, improving on-time performance, focusing on more all-day frequent corridors, and maintaining coverage with on-demand services.
- **Iowa City Area Transit Study, Iowa City Transit, Coralville Transit, CAMBUS (Iowa City, IA) 2019–Ongoing.** Thomas is the project manager of this comprehensive operational analysis. Recommendations focused on coordinating services better between the three operators, better serving major retail destinations, and simplifying the route network.
- **Service Allocation Study, The Metropolitan Council (St. Paul, MN) 2019–2020.** Thomas is leading an effort to help a region better understand the tradeoffs in allocating operating dollars in a diverse operating environment. The result will be a process that informs the policy makers and the results in the region having better tools to address competing priorities in mobility provision.
- **Reimagine SamTrans, SamTrans (San Mateo, CA) 2019–Ongoing.** Thomas is leading a comprehensive operational analysis to improve mobility in San Mateo County. Challenges being addressed include extremely variable running times, scheduling practices, changes in ridership and demographic patterns, and leveraging the Caltrain electrification improvements.
- **GoDurham Short-Range Transit Plan, (Durham, NC) 2018–2019.** Thomas led a project that restructured GoDurham service to address on-time performance and improve frequency in the highest ridership corridors. Without increasing budget, an additional 9 miles of 15-minute all day service were developed. Service was implemented in January 2020.
- **Chapel Hill Transit Short- and Long-Range Plan (Chapel Hill, NC), 2017–2019.** Thomas was the project manager of a project to better match Chapel Hill Transit's service network with current and projected demands. Service levels on the highest ridership areas were improved and Sunday service on limited routes was recommended. Long-term improvements focused on new high-capacity corridors and serving new development. Recommendations are expected to be implemented in August 2020.
- **Pierce Transit Network Plan, (Tacoma, WA) 2015–2016.** Thomas assisted Pierce Transit reinvesting service hours that had been restored since the great recession. He offered two

different service scenarios – one that simply added back service to the route network – and a transformative restructure that allowed more community goals of frequency and later evening service to be met. The public and agency supported the transformative restructure. Changes have been implemented in 2017 and ridership declines have been reversed.

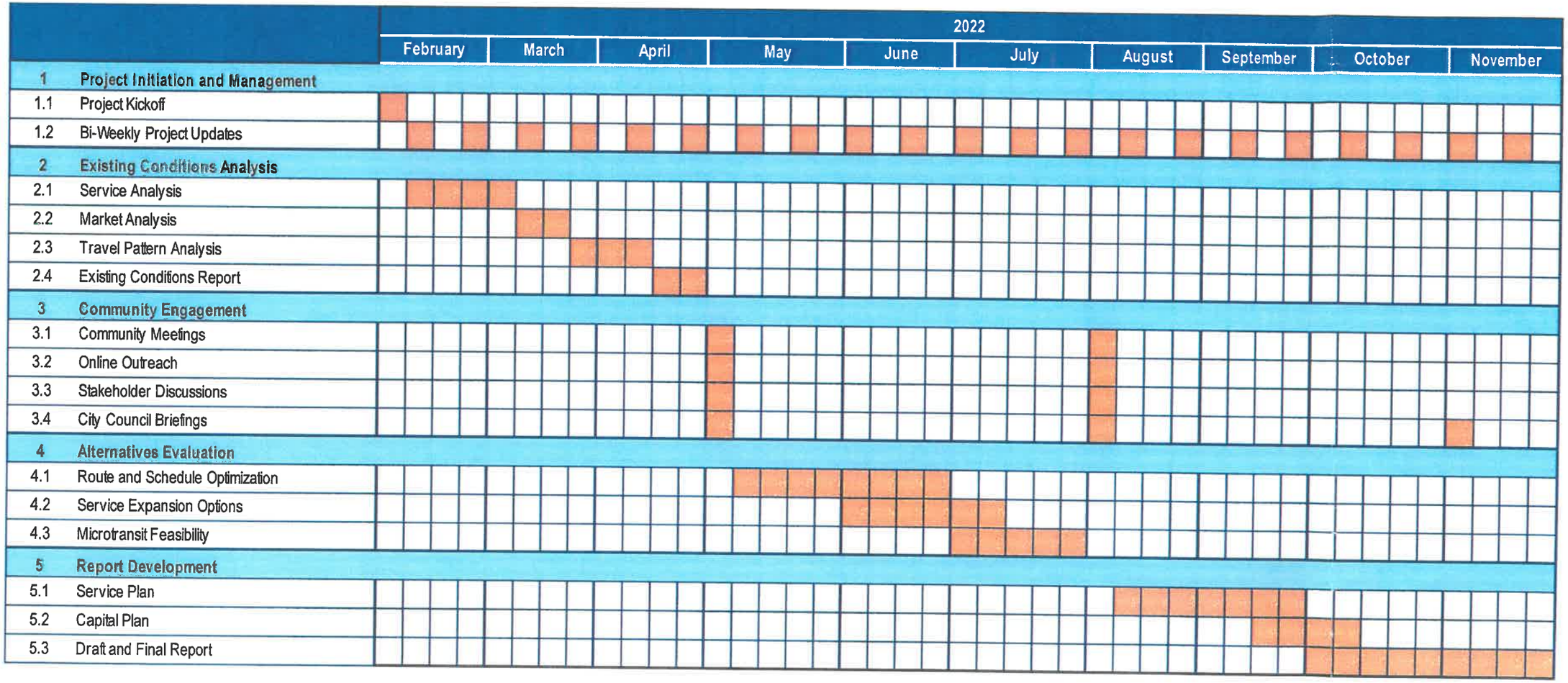
- **Comprehensive Operational Analysis, Livermore Amador Valley Transit Authority (Livermore, CA) 2015–2017.** Thomas led a complete overhaul of a very suburban system that was suffering from low ridership and financial penalties due to a BRT alignment not meeting ridership targets. The BRT alignment was altered to better serve community needs and an emerging mobility partnership with Uber/Lyft/Taxi's was developed to better connect low-density suburban areas with BART and other destinations. Since implementation in 2016, ridership has increased with no net increase in service hours.
- **Transit Development Plan, StarTran (Lincoln, NE) 2015–2016.** Thomas led this TDP, which providing a short- and long-term roadmap for service in Lincoln. Cost-constrained recommendations include simplifying routes, adding frequency, and extending span of service. Ridership has increased in the first 8 months since recommendations were implemented
- **Metro Transit Service Analysis, Central Oklahoma Transportation & Parking Authority (Oklahoma City, OK) 2013–2014.** Thomas was the project manager of this analysis, which was designed to modernize OKC's service network. The study results were implemented in 2014 and included simplified routes, new crosstown service, non-downtown focal points of service, and frequent service corridors. Ridership increased by 8 percent in the first 6 months after implementation.
- **Cache Valley Short-Range Transit Plan, Cache Valley Transit District (Logan, UT) 2011–2012.** Thomas led an effort to conduct a transit plan of CVTD. Better integrating Utah State University to the regional transit network was one of the primary goals of the study.
- **Transit System Plan, SunTran (St. George, UT) 2015–2016.** Thomas was the project manager for the effort to improve existing operations and help SunTran plan for future expansion. Reducing transfers, improving directness of service, and identifying unserved markets were all part of the resultant service plan.
- **Comprehensive Operating Analysis, City of Huntsville (AL) 2011–2012.** Thomas led an effort to improve the efficiency and effectiveness of Shuttle service in Huntsville. Addressing chronic on-time performance is a key element of the project. Ridership was up by more than 15%.
- **Salinas Area Service Analysis, Monterey-Salinas Transit (Salinas, CA) 2012.** Thomas was the project manager for the effort to improve MST's service in Salinas. Specific recommendations included improvements to reliability, efficiency, and less duplication of service. Recommendations were implemented in 2012.
- **Short-Range Transit Plan, Santa Cruz Metro (Santa Cruz, CA) 2014.** Thomas was the project manager for the SRTP. He led service planning efforts to improve connections along Santa Cruz METRO's major transit corridor. After performing ridechecks on key routes and conducting stakeholder and public meetings, Thomas and his team gave recommendations to improve efficiency and on-time performance throughout the system.
- **Missoula Comprehensive Operational Analysis, (Missoula, MT) 2012.** Thomas was the project manager of a short- and long-range planning effort to update Missoula's system. One of the highlights was to restructure the system to attract more choice riders. Mountain Line's first "15 minute" service, BOLT, was introduced as a result, and ridership on that route is 60% higher as a result.
- **Comprehensive Operational Analysis, City of Council Bluffs (IA) 2010.** Thomas was the project manager of this effort. The resulting plan simplified the route structure, focused better frequency on the highest ridership corridor, and extended service to Iowa Western Community College. Ridership went up by more than 10% after implementation.

PRIOR EXPERIENCE

Perteet, Inc.

- Owner & Transit Division Manager, 2003–2010

SCHEDULE


2022
February
March
April
May
June
July
August
September
October
November
1 Project Initiation and Management
1.1 Project Kickoff
1.2 Bi-Weekly Project Updates
2 Existing Conditions Analysis
2.1 Service Analysis
2.2 Market Analysis
2.3 Travel Pattern Analysis
2.4 Existing Conditions Report
3 Community Engagement
3.1 Community Meetings
3.2 Online Outreach
3.3 Stakeholder Discussions
3.4 City Council Briefings
4 Alternatives Evaluation
4.1 Route and Schedule Optimization
4.2 Service Expansion Options
4.3 Microtransit Feasibility
5 Report Development
5.1 Service Plan
5.2 Capital Plan
5.3 Draft and Final Report

BUDGET

		Nelson\Nygaard Labor Costs															
		Thomas Wittmann	James Gamez	Joe Poirier	Jacob Francis	Joe Poirier	Jungwha Yuh	Tanaya Malhotra	Alexandra Weber	Michael Carraher	Jungwha Yuh	NN Labor		Total Labor Hours	Total Labor Costs	Total Direct Expenses	Total Costs
		Senior Principal	Principal	Associate II	Associate II	Associate II	Senior Designer	Associate II	Associate I	Assistant GIS	Senior Designer						
	Total Billing Rate	$275.00	$200.00	$135.00	$135.00	$135.00	$135.00	$135.00	$105.00	$145.00	$135.00	Hours	Cost				
Task	Description																
1	**Project Initiation and Management**																
1.1	Project Kickoff	16	16									32	$7,600	32	$7,600		$7,600
1.2	Bi-Weekly Project Updates		18		8							26	$4,680	26	$4,680		$4,680
	Task Total	16	34	0	8	0	0	0	0	0	0	58	$12,280	58	$12,280	$2,400	$14,680
2	**Existing Conditions Analysis**																
2.1	Service Analysis		2					32		12		46	$6,460	46	$6,460		$6,460
2.2	Market Analysis		2		24					8		34	$4,800	34	$4,800		$4,800
2.3	Travel Pattern Analysis		2						32	6		40	$4,630	40	$4,630		$4,630
2.4	Existing Conditions Report	2	24									26	$5,350	26	$5,350		$5,350
	Task Total	2	30	0	24	0	0	32	32	26	0	146	$21,240	146	$21,240	$0	$21,240
3	**Community Engagement**																
3.1	Community Meetings		32								8	40	$7,480	40	$7,480		$7,480
3.2	Online Outreach		2								4	6	$940	6	$940		$940
3.3	Stakeholder Discussions		6									6	$1,200	6	$1,200		$1,200
3.4	City Council Briefings	4	4									8	$1,900	8	$1,900		$1,900
	Task Total	4	44	0	0	0	0	0	0	0	12	60	$11,520	60	$11,520	$5,000	$16,520
4	**Alternatives Evaluation**																
4.1	Route and Schedule Optimization	4	20	12				24		16		76	$12,280	76	$12,280		$12,280
4.2	Service Expansion Options	2	12	16				12		4		46	$7,310	46	$7,310		$7,310
4.3	Microtransit Feasibility	2	6		32							40	$6,070	40	$6,070		$6,070
	Task Total	8	38	28	32	0	0	36	0	20	0	162	$25,660	162	$25,660	$0	$25,660
5	**Report Development**																
5.1	Service Plan	2	24	16								42	$7,510	42	$7,510		$7,510
5.2	Capital Plan	2	12	18								32	$5,380	32	$5,380		$5,380
5.3	Draft and Final Report	4	28		6				4		8	50	$9,010	50	$9,010		$9,010
	Task Total	8	64	34	6	0	0	0	4	0	8	124	$21,900	124	$21,900	$0	$21,900
	TOTAL HOURS	**38**	**210**	**62**	**70**	**0**	**0**	**68**	**36**	**46**	**20**	**550**		**550**			
	TOTAL COSTS	**$10,450**	**$42,000**	**$8,370**	**$9,450**	**$0**	**$0**	**$9,180**	**$3,780**	**$6,670**	**$2,700**		**$92,600**		**$92,600**	**$7,400**	**$100,000**

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0310

Department: Parks & Recreation

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

Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and the Huntsville Sports Commission, Inc., for the John Hunt Park Sand Volleyball Complex.

Resolution No. 22-261

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

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Location:

Address:

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

Additional Comments:

RESOLUTION 22- _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to enter into that certain agreement by and between the City of Huntsville, an Alabama municipal corporation, and Huntsville Sports Commission, Inc., which said agreement is substantially in words and figures the same as that certain document attached hereto and identified as "Facility Use Agreement between the City of Huntsville and Huntsville Sports Commission, Inc.," consisting of nine (9) pages including Exhibits A and B, and the date of April 14, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 14th day of April, 2022.

_____

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

APPROVED this the 14th day of April, 2022.

_____

Mayor of the City of Huntsville, Alabama

FACILITY USE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND HUNTSIVLLE SPORTS COMMISSION, INC.

This License Agreement (the "Agreement") is entered into this 14th day of April , 2022, by and between the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter referred to as the "City" or "Licensor"), and Huntsville Sports Commission, Inc., an Alabama nonprofit corporation (hereinafter referred to as "Licensee").

1. Use of premises; timing.

(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 Sand Volleyball Complex) to host the volleyball conference championships for the Atlantic Sun Conference, the Coastal Collegiate Sports Association, and Conference USA (the "Event"), during the period specified in this Agreement, and for no other purpose.

(b) The ten-day Event shall commence on Thursday, April 21, 2022, and the Event shall conclude Saturday, April 30, 2022. The Event hours shall begin each day at 8:00 a.m. and conclude at 8:00 p.m.

2. Security; access.

(a) 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 for the event by the Huntsville Police Department.

(b) Licensee agrees that, at any time, the Huntsville Police Department's Incident Commander assigned to the Event may require that the event be canceled, the conduct of the event modified, or prescribe such other measures that might be necessary in the event of inclement weather conditions, security issues, threats to the health or safety of the sponsors or attendees of the Event or to the general public, or otherwise for public convenience or safety.

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.

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's use of the Premises.

(a) Compliance with laws: Licensee agrees 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 agrees 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's 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. 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) Stages/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 so as to meet the Americans with Disabilities Act (ADA) standards for accessibility.

(g) Restoration: Licensee agrees 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's 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: No electricity will be provided by Licensor. Licensee must provide generators for electricity as needed.

(i) Restrooms: Restrooms are available on the Premises. If additional restrooms ae needed, 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.

(j) 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.

(k) Trash: Trash containers are available on the Premises to accommodate the volume of trash generated by the Event.

(l) Clean Up: Licensor is responsible for all clean-up of the premises and any cost associated with clean up.

(m) Admission: If needed, 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.

(n) Assignment: Licensee may not assign its interest in this License Agreement without the express written consent of the Licensor.

(o) Parking: Event parking is available at the Premises.

6. Indemnification; non-liability.

Licensee shall indemnify and hold harmless and does 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 agrees to indemnify and hold harmless those named above for exposure, infection, and/or spread of COVID-19 related to Licensee's utilization of the Premises as more particularly set forth in **Exhibit B**, which is attached hereto and incorporated herein by reference. Licensee's duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the sole negligence of the indemnitees. Licensee's duties hereunder shall survive the termination or expiration of this Agreement.

Nothing contained in this section 6 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's duty of indemnification.

7. 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 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.

8. 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.

9. 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, its 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.

(e) The parties represent and warrant that they have full authority to enter into this Agreement.

10. Electronic Signatures.

The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

[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

_____
Kenneth Benion
City Clerk-Treasurer

LICENSOR:
THE CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle, Mayor

LICENSEE:
HUNTSVILLE SPORTS COMMISSION, INC.

By: _____
Its: _____

John Hunt Park Sand Volleyball Complex

Exhibit A

EXHIBIT B

RELEASE, INDEMNIFICATON, AND HOLD HARMLESS
RELATED TO CORONAVIRUS/COVID 19

The Huntsville Sports Commission, Inc., ("Licensee") has entered a Facility Use Agreement with the City of Huntsville ("Licensor") for the use of the John Hunt Park Sand Volleyball Complex for the period April 21, 2022 through April 30, 2022, to host the Volleyball Conference Championships for the Atlantic Sun Conference, the Coastal Collegiate Sports Association, and Conference USA. Licensee executes this document as further consideration for the use of the said facilities.

Coronavirus Disease 2019 ("COVID-19") is present in Alabama and constitutes a public health emergency. The State Board of Health has designated it to be a disease of epidemic potential and a threat to the health and welfare of the public.

While medical knowledge of COVID-19 is evolving, the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment or cure for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness, permanent disability, and even death.

Although the City of Huntsville ("City") has put into place various preventive measures to reduce the spread of COVID-19, it cannot prevent Licensee or Licensee's guests and other persons present at the Event ("attendees") from being exposed to, contracting, or spreading COVID-19 while utilizing the City's services and Facilities for the Event. It is not possible to prevent the presence of the disease. Licensee agrees to take all reasonable precautions for the safety of attendees and shall provide all effort to protect attendees from exposure, infection, and/or spread of COVID-19 related to Licensee's utilization of the City's services and Facilities.

Licensee releases, absolves, and exonerates; covenants not to sue; and agrees to indemnify and hold harmless the City of Huntsville and all of its services, Facilities and grounds, its directors, officers, agents and employees against any and all liability, losses, claims, demands, actions, debts, expenses and causes of action of every name and nature for personal or bodily injury (including any resulting death), or other damages which may be sustained by any person, resulting from the exposure, infection, and/or spread of COVID-19, during, as a result of, incident to, or in any way arising out of the use of the Facilities. Said indemnification shall include but not be limited to reasonable attorney's fees and all court costs. This indemnification shall survive the Date of Event or earlier termination of this Agreement.

Licensee agrees to comply with any mandates of Alabama's Governor, State Health Officer, and/or the Alabama Department of Public Health with regard to COVID-19. In addition, Licensee agrees that attendees of Licensee's Event will be required to observe practices in keeping with State guidelines. Licensee understands and agrees that the law of the State of Alabama will apply to this agreement.

I have carefully read and fully understand all provisions of this release, indemnification, and hold harmless.

Huntsville Sports Commission, Inc.

_____
Printed Name

_____
Signature

_____
Date

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0311

Department: Community Development

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

Resolution authorizing the Mayor to execute Modification No. 1 to the agreement between the City of Huntsville, Alabama and Community Action Partnership of Huntsville/Madison and Limestone Counties, Inc. as adopted and approved by Resolution No. 21-257.

Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: ESG

Resolution #:

Location:

Address:

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

Additional Comments:

The intent is to modify the time of performance.

RESOLUTION NO. 22-_____

WHEREAS, the City of Huntsville, Alabama previously entered into an agreement with Community Action Partnership HMLC (of Huntsville/Madison & Limestone Counties), Inc. of for services pursuant to a grant award for FY 20 Emergency Solutions Grant Program from the Alabama Department of Economic and Community Affairs (ADECA), known as Grant No. HESG-20-022. and

WHEREAS, Community Action Partnership HMLC (of Huntsville/Madison & Limestone Counties), Inc., request to amend Section IV (TIME OF PERFORMANCE) of their agreement.

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 execute "Modification No. 1 to the Agreement with Community Action Partnership HMLC (of Huntsville/Madison & Limestone Counties), Inc." as previously approved by Resolution No. 21-257 on March 25, 2021, for FY 20 Emergency Solutions Grant Program from the Alabama Department of Economic and Community Affairs (ADECA)", consisting of two (2) pages, and the date of April 14, 2022 , appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 14th day of April 2022

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

APPROVED this the 14th day of April 2022

_____
Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA)

COUNTY OF MADISON)

Modification No. 1 to the Agreement Between the City of Huntsville. Alabama and Community Action Partnership of HMLC (Huntsville/Madison & Limestone Counties), Inc. as adopted and approved by Resolution No. 21-257 on March 25, 2021 for FY 20 Emergency Solutions Grant Program from the Alabama Department of Economic and Community Affairs (ADECA)

MODIFICATION NO. 1

THIS MODIFICATION IS MADE TO THE AGREEMENT entitled "Agreement Between the City of Huntsville, Alabama and Community Action Partnership HMLC (of Huntsville/Madison & Limestone Counties), Inc." as referenced above and is entered into on this the 14th day of April 2022 by and between the City of Huntsville, Alabama (City) and Community Action Partnership of Huntsville/Madison & Limestone Counties (Agency).

WITNESSETH

WHEREAS the Agency has indicated a need to amend their Time of Performance (Section IV);

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

Effective April 14, 2022 the Time of Performance (Section IV) of the Agreement is deleted and replaced with the following:

IV. TIME OF PERFORMANCE

The service of the Agency shall be undertaken beginning on **February 27, 2021** and be completed by **March 18, 2022**. All funds must be obligated, expended and the matching requirement met by **March 18, 2022**.

_____

President of City Council of the City of Huntsville, Alabama

Date: _____

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

All other terms and conditions of the Original Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement, consisting of this page and one (1) preceding page, on the 14th day of April 2022.

THE CITY OF HUNTSVILLE

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Kenneth Benion, City Clerk Treasurer
City of Huntsville, Alabama

COMMUNITY ACTION PARTNERSHIP HMLC (OF HUNTSVILLE/MADISON & LIMESTONE COUNTIES),INC.

By: _____
President

ATTEST:

By: _____
Community Action Partnership HMLC (of Huntsville/
Madison & Limestone Counties), Inc.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0312

Department: Planning

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Urban Design Associates, Ltd. for additional services related to the Mill Creek District Master Plan Update.

Resolution No.

Finance Information:

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

City Cost Amount: $160,000

Total Cost: NTE $160,000

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND URBAN DESIGN ASSOCIATES, LTD FOR ADDITIONAL SERVICES RELATED TO THE MILL CREEK DISTRICT MASTER PLAN UPDATE

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT FOR MILL CREEK MASTER PLAN UPDATE

This Agreement is made this 14th day of April 2022, by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as the "City") and Urban Design Associates, Ltd., a Pennsylvania corporation (hereinafter referred to as "Urban Design") for the preparation of a Mill Creek district-wide development plan. The City and Urban Design hereby agree as follows:

RECITALS

WHEREAS, Urban Design recently provided professional services for the preparation of an updated Downtown Master Plan (the "Plan") for the City; and

WHEREAS, the City plans to redevelop the Mill Creek District in its Downtown urban core area; and

WHEREAS, the Mill Creek District will be a mixed-income area containing both low-income and market rate housing; and

WHEREAS, the City has the need for professional services to assist in the creation of a Mill Creek Master Plan (the "Plan") ; and

WHEREAS, Urban Design is uniquely qualified to build upon its previous work in providing these services.

WITNESSETH

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

1. **Scope of Work:** Urban Design hereby agrees to provide the following services to the City of Huntsville:

Urban Design will provide design and planning consultancy services to the City of Huntsville in creating the Plan

Phase 1. In this phase of work, the Urban Design team will prepare the base information for physical site development at the same time the market analysts collect data and develop and set guidelines to determine the optimum mix, location, unit types and key strategies for mixed-income redevelopment given the Mill Creek context. Huntsville Housing Authority (HHA) and the City would confirm initiatives for infrastructure improvements, resources and facilities.

Phase 2. During this Phase, Design Associates will test alternatives for the Mill Creek District with the City of Huntsville stakeholder group to reach consensus on a preferred direction. In this phase of work, Design Associates will develop a series of 3D renderings and plan options with associated character sketches for architecture and proposed building types. The outcomes of the household-level and neighborhood needs-assessments identified in the current Mill Creek Plan will guide the housing options that are tested.

Phase 3. In this Phase of work, Design Associates will prepare a preferred Plan for the Mill Creek District with a detailed Housing Plan component that identifies building types, site plan components and parks. Design Associates will participate in meetings with the City at the beginning of the Preferred Master Plan step to confirm the housing master plan direction. the housing master plan direction.

Task 4. Design Associates will participate in a final interactive workshop with residents, stakeholders, and the neighborhoods, coordinated and hosted by the City and HHA. These meetings must occur after the 2022 Choice Neighborhoods Implementation Grant NOFA is released. Design Associates will help prepare a presentation to show how previous input has guided the process and resulted in the final Housing, Neighborhood, and People Plans. Meeting participants and community members would share which components of the plan they agree with and which they still have comments on. Design Associates will update the interactive website with opportunities for residents to provide input on the Transformation Plan.

Design Associates will provide support to the team drafting the final Transformation Plan document. Design Associates will provide supporting narratives for portions of the document related to the physical plan.

The Transformation Plan will be reviewed by all project partners and consultants. Following this process, Design Associates will issue any amended drawings and text to the document team. Two rounds of review/edits are included in Design Associates' scope.

The Scope of Work, including deliverables is set forth more fully in Design Associates proposal dated February 16, 2022, which is attached hereto and incorporated herein by reference as Exhibit A.

2. **Period of Performance and Schedule:** Urban Design shall commence performance of the Work within ninety (90) days of the approval of this Agreement by the Huntsville City Council and shall complete according to the following schedule.

PHASE	START DATE	COMPLETION DATE
One	July 1, 2022	August 31, 2022
Two	August 1, 2022	September 30, 2022
Three	September 1, 2022	October 31, 2002
Four	October 1, 2022	November 30, 2022

3. **Contract Price:** In consideration of the services rendered hereunder, the City shall pay to Urban Design for the work performed to the Scope of Work the total amount of One Hundred Sixty Thousand Dollars ($160,000.00). Urban Design shall invoice the City upon the completion of each phase. The City shall pay Urban Design within thirty (30) days from the date of receipt of the monthly invoice from Consultant. The following amounts shall be due at the end of each phase:

PHASE	TASK	FEES
One	Analysis & Understanding	$ 27,450
Two	Testing Alternatives	$ 43,700
Three	Preferred Plan Development	$ 45,000
Four	Master Plan Document	$ 28,260
TOTAL FEES		$144,410
Reimbursable Expenses (Estimated)		$ 15,590
TOTAL NTE AMOUNT		$160,000

4. **Urban Design Associates Performing as an Independent Contractor:** In the performance of this work it is understood between the parties that Urban Design 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. Urban Design shall have no authority to obligate the City to an indebtedness or other obligation.

5. **Notices:** All notices (a) shall be in writing, (b) shall be deemed served on the date which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission ("E-mail") or telephonic facsimile transmission ("Fax") in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

City of Huntsville
Attention: Dennis Madsen
P.O. Box 308
Huntsville, Alabama 35804
dennis.madsen@huntsvilleal.gov
256-427-5101

Urban Design Associates, Ltd.
Attention :Rob Robinson
3 PPG Place
3rd Floor
Pittsburgh, PA 15222
Rob.robinson@urbandesignassociates.com
412-263-5200

6. **Subcontracting:** Urban Design may not associate/hire/contract with any subcontractor/independent contractor/consultant in order to fulfill the requirements of this Agreement without obtaining the prior written approval of the City's Project Manager. Urban Design shall be solely responsible for any and all payments/wages/earnings due any such independent contractor for work performed thereby in furtherance of this Agreement. Urban Design shall be legally responsible for any and all actions of any subcontractor/independent contractor/consultant. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve Urban Design of any responsibility for performing this contract. The City's Project Manager shall have final approval of any proposed subcontractor.

7. **Confidential Information:** Each party hereto (each, a "Recipient") shall protect and keep confidential all non-public information disclosed to Recipient by the other party (each, a "Discloser") and identified as confidential by Discloser ("Confidential Information) and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. These obligations of confidentiality shall not apply to information that: (1) was previously known to Recipient; (ii) is or becomes publicly available through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser relating to such Confidential Information; (iv) is independently configured by Recipient; or (v) is required to be disclosed as a matter of law (e.g. open records request).

8. **Termination**

(1) Termination For Convenience.

This agreement may be terminated by the City without cause prior to the completion of the project upon ten (10) days written notice of the intent to terminate to Urban Design. Notice to terminate shall be given to Urban Design by written notification mailed or hand delivered to the contact address for Urban Design listed in Section 3.1 herein. In the event of such termination without cause, Urban Design shall be compensated for all services actually performed in a timely manner prior to receipt of the notice of termination provided, however, that such compensation shall be conditioned upon Urban Design providing in a timely manner to the City all documents developed and copies of the work product produced pursuant to the Contract which were performed in furtherance of the Scope or Work up to the receipt of the notice of termination. In such event, Urban Design shall promptly submit the City its invoice for final payment.

(2) Termination for Cause.

This agreement may be terminated by either party upon thirty (30) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

9. **Nonexclusiveness of Remedies.** Any right or remedy on behalf of the City or Urban Design provided for in any of these specifications, including but not limited to any guaranty or warranty or any remedy for nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

10. **Injuries to Urban Design.** Urban Design is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of Urban Design and its agents and/or employees. Urban Design waives any and all rights to recovery from the City for any injuries that Urban Design (and/or its agents and/or employees) may sustain while performing services under this Agreement.

11. **Insurance.** Urban Design 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. Urban Design shall procure and maintain for the duration of the job until final acceptance by the City, 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 Urban Design, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's express written approval.

Commercial General Liability

Products and Completed Operations

Contractual

Personal Injury

Broad Form Property Damage

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. For purposes of this provision, reasonable economic terms shall mean that such coverage is carried by at least 25% of the firms within the discipline of concern in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

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

4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a

recognized self-insurance fund authorized before the State of Alabama Board of Industrial Relations.

5. Employers Liability Insurance:

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

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

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

$ 2,000,000 General Aggregate Limit

$ 1,000,000 Products - Completed Operations Aggregate

$ 1,000,000 Personal & Advertising Injury

$ 1,000,000 Each Occurrence

2. Professional Liability:

Insurance may be made on a "claims-made" basis subject to the terms of section 9.0(A)(2) herein:

$ 1,000,000 per Claim

3. Automobile Liability:

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

4. Workers' Compensation:

As Required by the State of Alabama Statute. Waivers of subrogation are required.

5. Employers Liability:

$ 100,000 Bodily Injury by Accident or Disease

$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

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

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

a. The City, its officers, employees, elected officials, 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 Urban Design for products used by and completed operations of Urban Design; or automobiles owned, leased, hired or borrowed by Urban Design. The coverage shall contain no special limitations on the scope of protection afforded to the City,

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

c. Urban Design'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. Urban Design is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B+ V.

E. VERIFICATION OF COVERAGE:

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

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

Urban Design shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

Urban Design, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or

resulting from the negligent performance of Urban Design's obligations under this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of Urban Design or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

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

3. Intellectual Property Rights.

Urban Design agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by Urban Design pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to Urban Design and granting Urban Design the sole right to defend such claim. In the event of any infringement or claimed infringement, Urban Design, in its sole discretion, shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

12. **CONSULTANT AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:**

Urban Design shall require any approved subcontractors and/or consultants working for the City of Huntsville pursuant to this Agreement to carry insurance as required under this Agreement.

13. **GENERAL PROVISIONS.**

1. Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Madison County, Alabama.

2. Force Majeure.

Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters.

3. Headings.

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

4. Agreement Deemed to Have Been Jointly Drafted.

The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

5. Waiver.

The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

6. All Amendments in Writing.

No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

7. Property of City.

All work product prepared by Urban Design shall become and be the sole property of the City.

8. Third Parties.

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

9. Non Discrimination Policy.

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

10. No Assignment

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

11. Survivability.

The terms of Section 11.G. entitled "Hold Harmless Agreement", shall survive termination of this Agreement.

12. Entire Agreement.

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. In the event any separate Statements of Work are subsequently executed by the parties and are in conflict with the provisions of this Agreement, then the provisions of this Agreement shall prevail over any such conflicting provisions. Any pre-printed terms and conditions of Urban Design's and City's business forms shall be without legal effect with respect to this Agreement or any subsequent Statements of Work.

13. Order of Precedence of Contract Documents

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and Urban Design is deemed to have based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement and 2) Urban Design's proposal attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

CITY OF HUNTSVILLE, ALABAMA

By:_____ Attest: _____

Tommy Battle Kenneth Benion

Its: Mayor Its: Clerk Treasurer

URBAN DESIGN ASSOCIATES

By:_____

Its: _____

Memorandum

TO	Dennis Madsen, Shane Davis	**DATE**	16 February 2022
COMPANY	City of Huntsville	**COPIES TO**	
FROM	Rob Robinson		
PROJECT	Mill Creek Master Plan		
PURPOSE	Scope and Approach *(Revised)*		
REMARKS			

Dennis and Shane,

We have revised the proposed scope and process based on our meeting in Huntsville. This revision assumes we would utilize the previous strategy content in the existing draft Transformation Plan while focusing on physical plan alternatives. This proposal is based on our process with Charlotte to clearly define the vision for the larger Mill Creek District with the mixed-income housing plan as a sub-component. We would assume a 1 for 1 replacement of public housing units within the larger district.

UDA will work with the Huntsville team to refine the Mill Creek Transformation Plan in preparation for the next phase of implementation. We propose to organize this master planning effort as a two-part process. The overarching effort is to produce a more detailed master plan for the Mill Creek District with a clear vision of built form, identification of strategic investment initiatives, and infrastructure improvements required to meet the City's objectives for the evolving downtown and adjacent neighborhoods. This revised District Plan will set the stage for refinements to the redevelopment of HHA-owned properties into a more connected, appropriately-scaled urban environment.

In concert with the updated plan for the District, UDA will prepare more detailed design materials for the Butler Terrace and Butler Terrace Addition properties. This will include: specific neighborhood design components; proposed building types; architectural character; block types; and public space components.

Assumptions

CoH will re-engage the Mill Creek Steering Committee to serve in an advisory capacity for this phase of final plan development.

CoH would contract directly with a civil engineer to focus on site re-development components and cost projections for those improvements.

CoH will contract with a residential market analyst to establish mix, unit sizes and types.*

UDA will conduct 3 workshops with the City team to review the plan evolution.

**At this stage of refinement, we suggest that CoH develop a more definitive residential market strategy to inform the planning and market strategy. We have enjoyed good success with Zimmerman Volk, based in Providence, RI.*

URBAN DESIGN ASSOCIATES, LTD.
Urban Designers Planners Architects

URBANDESIGNASSOCIATES.COM
3 PPG PLACE / 3RD FLOOR / PITTSBURGH, PA 15222
T 412.263.5200 F 844.270.8374

PRINCIPALS & ASSOCIATES
Gail Armstrong, SDA
David Csont, ASAI
Barry Long, AIA, LEED AP
Megan O'Hara, AICP, LEED AP
Eric Osth, AIA, LEED AP
Jeffrey Schwaiger, ASAI
Terry Welsh, AIA, LEED AP

Process April – July 2022

This effort would build on the frameworks and priorities identified during the initial planning process. Would structure the Plan refinements around four Phases of work:

Phase One: Analysis & Understanding;

Phase Two: Testing Options;

Phase Three: Preparing a Preferred District-Wide Plan

Phase Four: Refined neighborhood plan, unit types, and building types for HHA Housing residents

Phase One Analysis and Understanding

In. this initial phase of work, the design team will prepare the base information for physical site development at the same time the Market analysts collect data and develop and set guidelines to determine the optimum mix, location, unit types, and key strategies for mixed-income redevelopment given the Mill Creek context. HHA and CoH would confirm initiatives for infrastructure improvements, resources and facilities.

UDA will organize a kick-off meeting with CoH, HHA, and the consultant team to confirm roles and responsibilities, review the project schedule, and agree on key weeks for workshops and key deadlines.We will organize and participate in bi-weekly team calls.

UDA will analyze the existing site conditions, including topography, vehicular and pedestrian circulation, access to neighborhood amenities and services, neighborhood character, proposed parks and open spaces, frontages along major streets, and building use and character. We will work with CoH to researchand analyze applicable development and zoning regulations affecting redevelopment options. UDA will produce a compilation map of all nearby existing and proposed development patterns, document public and private development, as well as proposed infrastructure improvement plans and projects.

UDA assumes that the Civil & Environmental Consultants willcompile the technical components of the base maps including FEMA mapping, utilities, flood control, stormwater frameworks, etc.

UDA Deliverables:

- Neighborhood and site documentation - existing conditions
- Urban Analysis diagrams – building use; street patterns; parks and open space; flood plain and restricted development areas; topography
- Site Capacity testing
- Summary and confirmation of existing plans and projects (Neighborhood Investment Map)

Phase Two: Testing Options

During this Phase, UDA will test alternatives for the Mill Creek District with the CoH stakeholder group to reach consensus on a preferred direction. In this phase of work, we will develop a series of 3D renderings and plan options with associated character sketches for architecture and proposed building types. The outcomes of the household-level and neighborhood needs-assessments identified in the current Mill Creek Plan will guide the housing options that are tested.

Members of the UDA team will travel to Huntsville for a workshop with the CoH team. The goal is to collect input on two to three Mill Creek District Plan alternatives, and then modify into a preferred plan. The workshop would take place in Huntsville over three days. UDA will identify options for the HHA properties in concert with ideas for the physical components of the overall Mill Creek District Plan. UDA will present to the CoH team on the first day to review the ideas and again on the third day to get feedback on the preferred plan development.

UDA Deliverables:

- Neighborhood frameworks diagrams – parks & open space; street and block patterns, building use, floodway/flood plain constraints
- Two to Three conceptual District plan layouts (differing in locations of parks, block patterns, streets, building types, scale and density, etc.)
- Master Plan Options
    - Plans showing building types, scale, height, and character
    - 3D views/models
    - Eye-level and low aerial perspective illustrations (3-4)
    - Revised Concepts for neighborhood CCI projects
    - Architectural character images to guide the conceptual designs of building types and elevations

Phase Three: Preferred District Plan/Housing Plan Development

In this Phase of work, UDA will prepare a preferred Plan for the Mill Creek District with a detailed Housing Plan component that identifies building types, site plan components, parks
UDA will participate in meetings with CoH at the beginning of the Preferred Master Plan step to confirm the housing master plan direction.

The Housing Master Plan would include:

- building footprints and placement,
- street and park designs
- potential phasing
- development program (building types, unit mix, accessible unit requirements, uses, square footage, etc.). UDA will provide conceptual building type and unit plans, as well as the front elevations for each building type.
- Perspective renderings of neighborhood character and architectural character

UDA will look to COH and the housing partner to provide assumptions about the ideal LIHTC application size and the preferred relocation strategy, the timing of demolition, and the phasing of streets and infrastructure.

Phase Four: Mill Creek Strategic Development Plan

UDA will participate in a final interactive workshop with residents, stakeholders, and the neighborhoods, coordinated and hosted by COH and HHA. These meetings must occur after the 2022 Choice Neighborhoods Implementation Grant NOFA is released. UDA will help prepare a presentation to show how previous input has guided the process and resulted in the final Housing, Neighborhood, and People Plans. Meeting participants and community members would share which components of the plan they agree with and which they still have comments on. UDA will update the interactive website with opportunities for residents to provide input on the Transformation Plan.

UDA will provide support to the team drafting the final Transformation Plan document. UDA will provide supporting narratives for portions of the document related to the physical plan.

The Transformation Plan will be reviewed by all project partners and consultants. Following this process, UDA will issue any amended drawings and text to the document team. Two rounds of review/edits are included in UDA's scope.

UDA Deliverables:

- Final graphic Mill Creek District Plan, with CCI projects illustrated (completed in collaboration withCoH)
- Final graphic Housing Master Plan
    - Final master plan refinement
    - Phasing Plan
    - Architectural concepts (building and unit plans)
    - Conceptual elevations
    - Perspective renderings
    - Quantitative analysis of development program
    - Narrative and program for Housing and District Plan Elements

URBAN DESIGN ASSOCIATES

URBAN DESIGN ASSOCIATES PROFESSIONAL FEES AND REIMBURSABLE EXPENSES

UDA Fees	
Phase One: Analysis & Understanding	$ 27,450
Phase Two: Testing Alternatives.	$ 43,700
Phase Three: Preferred Plan Development	$ 45,000
Phase Four: Master Plan Document	$ 28,260
Total Fee	$144,410
Reimbursable Expenses *(estimated)*	$ 9,500
Total not-to-exceed	$160,000

UDA will bill hourly to the cap. The fees per step above are estimated based on number of hours andtasks described in the detailed scope. This scope does not include CNI implementation grant process and required public meetings

Reimbursable expenses are in addition to compensation for services and include, but are not limited to: travel expenses, communications, reproduction of drawings and other documents.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1481

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Urban Design Associates, Ltd. for additional services related to the Mill Creek District Master Plan Update

Resolution No.

Ordinance No.

Finance Information:

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

City Cost Amount: $160,000

Total Cost: NTE $160,000

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement with Urban Design Associates, LTD., 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 Urban Design Associates, LTD for Additional Services Related to The Mill Creek District Master Plan Update" consisting of ten (10) pages plus five (5) additional pages consisting of Exhibit A, and the date of April 14, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of Huntsville, Alabama

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND URBAN DESIGN ASSOCIATES, LTD FOR ADDITIONAL SERVICES RELATED TO THE MILL CREEK DISTRICT MASTER PLAN UPDATE

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT FOR MILL CREEK MASTER PLAN UPDATE

This Agreement is made this 14th day of April 2022, by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as the "City") and Urban Design Associates, Ltd., a Pennsylvania corporation (hereinafter referred to as "Urban Design") for the preparation of a Mill Creek district-wide development plan. The City and Urban Design hereby agree as follows:

RECITALS

WHEREAS, Urban Design recently provided professional services for the preparation of an updated Downtown Master Plan (the "Plan") for the City; and

WHEREAS, the City plans to redevelop the Mill Creek District in its Downtown urban core area; and

WHEREAS, the Mill Creek District will be a mixed-income area containing both low-income and market rate housing; and

WHEREAS, the City has the need for professional services to assist in the creation of a Mill Creek Master Plan (the "Plan") ; and

WHEREAS, Urban Design is uniquely qualified to build upon its previous work in providing these services.

WITNESSETH

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

1. **Scope of Work:** Urban Design hereby agrees to provide the following services to the City of Huntsville:

Urban Design will provide design and planning consultancy services to the City of Huntsville in creating the Plan

PRESIDENT OR PRESIDENT
PRO TEM OF THE CITY COUNCIL
OF HUNTSVILLE, ALABAMA

DATE

Phase 1. In this phase of work, the Urban Design team will prepare the base information for physical site development at the same time the market analysts collect data and develop and set guidelines to determine the optimum mix, location, unit types and key strategies for mixed-income redevelopment given the Mill Creek context. Huntsville Housing Authority (HHA) and the City would confirm initiatives for infrastructure improvements, resources and facilities.

Phase 2. During this Phase, Design Associates will test alternatives for the Mill Creek District with the City of Huntsville stakeholder group to reach consensus on a preferred direction. In this phase of work, Design Associates will develop a series of 3D renderings and plan options with associated character sketches for architecture and proposed building types. The outcomes of the household-level and neighborhood needs-assessments identified in the current Mill Creek Plan will guide the housing options that are tested.

Phase 3. In this Phase of work, Design Associates will prepare a preferred Plan for the Mill Creek District with a detailed Housing Plan component that identifies building types, site plan components and parks. Design Associates will participate in meetings with the City at the beginning of the Preferred Master Plan step to confirm the housing master plan direction. the housing master plan direction.

Task 4. Design Associates will participate in a final interactive workshop with residents, stakeholders, and the neighborhoods, coordinated and hosted by the City and HHA. These meetings must occur after the 2022 Choice Neighborhoods Implementation Grant NOFA is released. Design Associates will help prepare a presentation to show how previous input has guided the process and resulted in the final Housing, Neighborhood, and People Plans. Meeting participants and community members would share which components of the plan they agree with and which they still have comments on. Design Associates will update the interactive website with opportunities for residents to provide input on the Transformation Plan.

Design Associates will provide support to the team drafting the final Transformation Plan document. Design Associates will provide supporting narratives for portions of the document related to the physical plan.

The Transformation Plan will be reviewed by all project partners and consultants. Following this process, Design Associates will issue any amended drawings and text to the document team. Two rounds of review/edits are included in Design Associates' scope.

The Scope of Work, including deliverables is set forth more fully in Design Associates proposal dated February 16, 2022, which is attached hereto and incorporated herein by reference as Exhibit A.

2. **Period of Performance and Schedule:** Urban Design shall commence performance of the Work within ninety (90) days of the approval of this Agreement by the Huntsville City Council and shall complete according to the following schedule.

PHASE	START DATE	COMPLETION DATE
One	July 1, 2022	August 31, 2022
Two	August 1, 2022	September 30, 2022
Three	September 1, 2022	October 31, 2002
Four	October 1, 2022	November 30, 2022

3. **Contract Price:** In consideration of the services rendered hereunder, the City shall pay to Urban Design for the work performed to the Scope of Work the total amount of One Hundred Sixty Thousand Dollars ($160,000.00). Urban Design shall invoice the City upon the completion of each phase. The City shall pay Urban Design within thirty (30) days from the date of receipt of the monthly invoice from Consultant. The following amounts shall be due at the end of each phase:

PHASE	TASK	FEES
One	Analysis & Understanding	$ 27,450
Two	Testing Alternatives	$ 43,700
Three	Preferred Plan Development	$ 45,000
Four	Master Plan Document	$ 28,260
TOTAL FEES		$144,410
Reimbursable Expenses (Estimated)		$ 15,590
TOTAL NTE AMOUNT		$160,000

4. **Urban Design Associates Performing as an Independent Contractor:** In the performance of this work it is understood between the parties that Urban Design 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. Urban Design shall have no authority to obligate the City to an indebtedness or other obligation.

5. **Notices:** All notices (a) shall be in writing, (b) shall be deemed served on the date which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission ("E-mail") or telephonic facsimile transmission ("Fax") in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

City of Huntsville
Attention: Dennis Madsen
P.O. Box 308
Huntsville, Alabama 35804
dennis.madsen@huntsvilleal.gov
256-427-5101

Urban Design Associates, Ltd.
Attention :Rob Robinson
3 PPG Place
3rd Floor
Pittsburgh, PA 15222
Rob.robinson@urbandesignassociates.com
412-263-5200

6. **Subcontracting:** Urban Design may not associate/hire/contract with any subcontractor/independent contractor/consultant in order to fulfill the requirements of this Agreement without obtaining the prior written approval of the City's Project Manager. Urban Design shall be solely responsible for any and all payments/wages/earnings due any such independent contractor for work performed thereby in furtherance of this Agreement. Urban Design shall be legally responsible for any and all actions of any subcontractor/independent contractor/consultant. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve Urban Design of any responsibility for performing this contract. The City's Project Manager shall have final approval of any proposed subcontractor.

7. **Confidential Information:** Each party hereto (each, a "Recipient") shall protect and keep confidential all non-public information disclosed to Recipient by the other party (each, a "Discloser") and identified as confidential by Discloser ("Confidential Information) and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. These obligations of confidentiality shall not apply to information that: (1) was previously known to Recipient; (ii) is or becomes publicly available through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser relating to such Confidential Information; (iv) is independently configured by Recipient; or (v) is required to be disclosed as a matter of law (e.g. open records request).

8. **Termination**

(1) Termination For Convenience.

This agreement may be terminated by the City without cause prior to the completion of the project upon ten (10) days written notice of the intent to terminate to Urban Design. Notice to terminate shall be given to Urban Design by written notification mailed or hand delivered to the contact address for Urban Design listed in Section 3.1 herein. In the event of such termination without cause, Urban Design shall be compensated for all services actually performed in a timely manner prior to receipt of the notice of termination provided, however, that such compensation shall be conditioned upon Urban Design providing in a timely manner to the City all documents developed and copies of the work product produced pursuant to the Contract which were performed in furtherance of the Scope or Work up to the receipt of the notice of termination. In such event, Urban Design shall promptly submit the City its invoice for final payment.

(2) Termination for Cause.

This agreement may be terminated by either party upon thirty (30) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

9. **Nonexclusiveness of Remedies.** Any right or remedy on behalf of the City or Urban Design provided for in any of these specifications, including but not limited to any guaranty or warranty or any remedy for nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

10. **Injuries to Urban Design.** Urban Design is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of Urban Design and its agents and/or employees. Urban Design waives any and all rights to recovery from the City for any injuries that Urban Design (and/or its agents and/or employees) may sustain while performing services under this Agreement.

11. **Insurance.** Urban Design 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. Urban Design shall procure and maintain for the duration of the job until final acceptance by the City, 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 Urban Design, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's express written approval.

Commercial General Liability

Products and Completed Operations

Contractual

Personal Injury

Broad Form Property Damage

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. For purposes of this provision, reasonable economic terms shall mean that such coverage is carried by at least 25% of the firms within the discipline of concern in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

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

4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a

recognized self-insurance fund authorized before the State of Alabama Board of Industrial Relations.

5. Employers Liability Insurance:

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

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

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

$ 2,000,000 General Aggregate Limit

$ 1,000,000 Products - Completed Operations Aggregate

$ 1,000,000 Personal & Advertising Injury

$ 1,000,000 Each Occurrence

2. Professional Liability:

Insurance may be made on a "claims-made" basis subject to the terms of section 9.0(A)(2) herein:

$ 1,000,000 per Claim

3. Automobile Liability:

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

4. Workers' Compensation:

As Required by the State of Alabama Statute. Waivers of subrogation are required.

5. Employers Liability:

$ 100,000 Bodily Injury by Accident or Disease

$ 500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

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

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

a. The City, its officers, employees, elected officials, 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 Urban Design for products used by and completed operations of Urban Design; or automobiles owned, leased, hired or borrowed by Urban Design. The coverage shall contain no special limitations on the scope of protection afforded to the City,

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

c. Urban Design'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. Urban Design is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B+ V.

E. VERIFICATION OF COVERAGE:

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

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

Urban Design shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

Urban Design, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or

resulting from the negligent performance of Urban Design's obligations under this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of Urban Design or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

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

3. Intellectual Property Rights.

Urban Design agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by Urban Design pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to Urban Design and granting Urban Design the sole right to defend such claim. In the event of any infringement or claimed infringement, Urban Design, in its sole discretion, shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

12. **CONSULTANT AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:**

Urban Design shall require any approved subcontractors and/or consultants working for the City of Huntsville pursuant to this Agreement to carry insurance as required under this Agreement.

13. **GENERAL PROVISIONS.**

1. Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Madison County, Alabama.

2. Force Majeure.

Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters.

3. Headings.

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

4. Agreement Deemed to Have Been Jointly Drafted.

The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

5. Waiver.

The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

6. All Amendments in Writing.

No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

7. Property of City.

All work product prepared by Urban Design shall become and be the sole property of the City.

8. Third Parties.

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

9. Non Discrimination Policy.

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

10. No Assignment

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

11. Survivability.

The terms of Section 11.G. entitled "Hold Harmless Agreement", shall survive termination of this Agreement.

12. Entire Agreement.

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. In the event any separate Statements of Work are subsequently executed by the parties and are in conflict with the provisions of this Agreement, then the provisions of this Agreement shall prevail over any such conflicting provisions. Any pre-printed terms and conditions of Urban Design's and City's business forms shall be without legal effect with respect to this Agreement or any subsequent Statements of Work.

13. Order of Precedence of Contract Documents

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and Urban Design is deemed to have based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement and 2) Urban Design's proposal attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

CITY OF HUNTSVILLE, ALABAMA

By:_____ Attest: _____

Tommy Battle Kenneth Benion

Its: Mayor Its: Clerk Treasurer

URBAN DESIGN ASSOCIATES

By:_____

Its: _____

EXHIBIT A

Memorandum

TO	Dennis Madsen, Shane Davis	**DATE**	16 February 2022
COMPANY	City of Huntsville	**COPIES TO**	
FROM	Rob Robinson		
PROJECT	Mill Creek Master Plan		
PURPOSE	Scope and Approach *(Revised)*		
REMARKS			

Dennis and Shane,

We have revised the proposed scope and process based on our meeting in Huntsville. This revision assumes we would utilize the previous strategy content in the existing draft Transformation Plan while focusing on physical plan alternatives. This proposal is based on our process with Charlotte to clearly define the vision for the larger Mill Creek District with the mixed-income housing plan as a sub-component. We would assume a 1 for 1 replacement of public housing units within the larger district.

UDA will work with the Huntsville team to refine the Mill Creek Transformation Plan in preparation for the next phase of implementation. We propose to organize this master planning effort as a two-part process. The overarching effort is to produce a more detailed master plan for the Mill Creek District with a clear vision of built form, identification of strategic investment initiatives, and infrastructure improvements required to meet the City's objectives for the evolving downtown and adjacent neighborhoods. This revised District Plan will set the stage for refinements to the redevelopment of HHA-owned properties into a more connected, appropriately-scaled urban environment.

In concert with the updated plan for the District, UDA will prepare more detailed design materials for the Butler Terrace and Butler Terrace Addition properties. This will include: specific neighborhood design components; proposed building types; architectural character; block types; and public space components.

Assumptions

CoH will re-engage the Mill Creek Steering Committee to serve in an advisory capacity for this phase of final plan development.

CoH would contract directly with a civil engineer to focus on site re-development components and cost projections for those improvements.

CoH will contract with a residential market analyst to establish mix, unit sizes and types.*

UDA will conduct 3 workshops with the City team to review the plan evolution.

**At this stage of refinement, we suggest that CoH develop a more definitive residential market strategy to inform the planning and market strategy. We have enjoyed good success with Zimmerman Volk, based in Providence, RI.*

URBAN DESIGN ASSOCIATES, LTD.
Urban Designers Planners Architects

URBANDESIGNASSOCIATES.COM
3 PPG PLACE / 3RD FLOOR / PITTSBURGH, PA 15222
T 412.263.5200 F 844.270.8374

PRINCIPALS & ASSOCIATES
Gail Armstrong, SDA
David Csont, ASAI
Barry Long, AIA, LEED AP
Megan O'Hara, AICP, LEED AP
Eric Osth, AIA, LEED AP
Jeffrey Schwaiger, ASAI
Terry Welsh, AIA, LEED AP

Process April - July 2022

This effort would build on the frameworks and priorities identified during the initial planning process. Would structure the Plan refinements around four Phases of work:

Phase One: Analysis & Understanding;

Phase Two: Testing Options;

Phase Three: Preparing a Preferred District-Wide Plan

Phase Four: Refined neighborhood plan, unit types, and building types for HHA Housing residents

Phase One **Analysis and Understanding**

In. this initial phase of work, the design team will prepare the base information for physical site development at the same time the Market analysts collect data and develop and set guidelines to determine the optimum mix, location, unit types, and key strategies for mixed-income redevelopment given the Mill Creek context. HHA and CoH would confirm initiatives for infrastructure improvements, resources and facilities.

UDA will organize a kick-off meeting with CoH, HHA, and the consultant team to confirm roles and responsibilities, review the project schedule, and agree on key weeks for workshops and key deadlines.We will organize and participate in bi-weekly team calls.

UDA will analyze the existing site conditions, including topography, vehicular and pedestrian circulation, access to neighborhood amenities and services, neighborhood character, proposed parks and open spaces, frontages along major streets, and building use and character. We will work with CoH to researchand analyze applicable development and zoning regulations affecting redevelopment options. UDA will produce a compilation map of all nearby existing and proposed development patterns, document public and private development, as well as proposed infrastructure improvement plans and projects.

UDA assumes that the Civil & Environmental Consultants willcompile the technical components of the base maps including FEMA mapping, utilities, flood control, stormwater frameworks, etc.

UDA Deliverables:

- Neighborhood and site documentation - existing conditions
- Urban Analysis diagrams - building use; street patterns; parks and open space; flood plain and restricted development areas; topography
- Site Capacity testing
- Summary and confirmation of existing plans and projects (Neighborhood Investment Map)

Phase Two: Testing Options

During this Phase, UDA will test alternatives for the Mill Creek District with the CoH stakeholder group to reach consensus on a preferred direction. In this phase of work, we will develop a series of 3D renderings and plan options with associated character sketches for architecture and proposed building types. The outcomes of the household-level and neighborhood needs-assessments identified in the current Mill Creek Plan will guide the housing options that are tested.

Members of the UDA team will travel to Huntsville for a workshop with the CoH team. The goal is to collect input on two to three Mill Creek District Plan alternatives, and then modify into a preferred plan. The workshop would take place in Huntsville over three days. UDA will identify options for the HHA properties in concert with ideas for the physical components of the overall Mill Creek District Plan. UDA will present to the CoH team on the first day to review the ideas and again on the third day to get feedback on the preferred plan development.

UDA Deliverables:

- Neighborhood frameworks diagrams - parks & open space; street and block patterns, building use, floodway/flood plain constraints
- Two to Three conceptual District plan layouts (differing in locations of parks, block patterns, streets, building types, scale and density, etc.)
- Master Plan Options
    - Plans showing building types, scale, height, and character
    - 3D views/models
- Eye-level and low aerial perspective illustrations (3-4)
- Revised Concepts for neighborhood CCI projects
- Architectural character images to guide the conceptual designs of building types and elevations

Phase Three: Preferred District Plan/Housing Plan Development

In this Phase of work, UDA will prepare a preferred Plan for the Mill Creek District with a detailed Housing Plan component that identifies building types, site plan components, parks
UDA will participate in meetings with CoH at the beginning of the Preferred Master Plan step to confirm the housing master plan direction.

The Housing Master Plan would include:

- building footprints and placement,
- street and park designs
- potential phasing
- development program (building types, unit mix, accessible unit requirements, uses, square footage, etc.). UDA will provide conceptual building type and unit plans, as well as the front elevations for each building type.
- Perspective renderings of neighborhood character and architectural character

UDA will look to COH and the housing partner to provide assumptions about the ideal LIHTC application size and the preferred relocation strategy, the timing of demolition, and the phasing of streets and infrastructure.

Phase Four: Mill Creek Strategic Development Plan

UDA will participate in a final interactive workshop with residents, stakeholders, and the neighborhoods, coordinated and hosted by COH and HHA. These meetings must occur after the 2022 Choice Neighborhoods Implementation Grant NOFA is released. UDA will help prepare a presentation to show how previous input has guided the process and resulted in the final Housing, Neighborhood, and People Plans. Meeting participants and community members would share which components of the plan they agree with and which they still have comments on. UDA will update the interactive website with opportunities for residents to provide input on the Transformation Plan.

UDA will provide support to the team drafting the final Transformation Plan document. UDA will provide supporting narratives for portions of the document related to the physical plan.

The Transformation Plan will be reviewed by all project partners and consultants. Following this process, UDA will issue any amended drawings and text to the document team. Two rounds of review/edits are included in UDA's scope.

UDA Deliverables:

- Final graphic Mill Creek District Plan, with CCI projects illustrated (completed in collaboration withCoH)
- Final graphic Housing Master Plan
    - Final master plan refinement
    - Phasing Plan
    - Architectural concepts (building and unit plans)
    - Conceptual elevations
    - Perspective renderings
    - Quantitative analysis of development program
    - Narrative and program for Housing and District Plan Elements

URBAN DESIGN ASSOCIATES

URBAN DESIGN ASSOCIATES PROFESSIONAL FEES AND REIMBURSABLE EXPENSES

UDA Fees	
Phase One: Analysis & Understanding	$ 27,450
Phase Two: Testing Alternatives.	$ 43,700
Phase Three: Preferred Plan Development	$ 45,000
Phase Four: Master Plan Document	$ 28,260
Total Fee	$144,410
Reimbursable Expenses *(estimated)*	$ 9,500
Total not-to-exceed	$160,000

UDA will bill hourly to the cap. The fees per step above are estimated based on number of hours andtasks described in the detailed scope. This scope does not include CNI implementation grant process and required public meetings

Reimbursable expenses are in addition to compensation for services and include, but are not limited to: travel expenses, communications, reproduction of drawings and other documents.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0313

Department: City Council

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

Resolution in support of the Tennessee RiverTowns program and becoming part of the Tennessee RiverLine.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

The Tennessee RiverTowns program is designed to help cities become part of the Tennessee RiverLine. The Tennessee RiverLine is an initiative to connect recreation areas along the 652-mile Tennessee River that connects Knoxville, TN to Paducah, KY. Our marina, Ditto Landing, sits in the middle of this stretch of shoreline.

RESOLUTION NO. 22-

RESOLUTION IN SUPPORT OF THE TENNESSEE RIVERLINE

WHEREAS, the City Council and the Mayor of the City of Huntsville, Alabama recognize the historical and recreational importance the Tennessee River has played and continues to play in Huntsville and the surrounding areas; and

WHEAREAS, Ditto Landing, our marina and gateway to the Tennessee River, has formed a leadership team that applied to participate in the Tennessee RiverTowns program to become part of the Tennessee RiverLine; and

WHEREAS, the Tennessee RiverLine vision is to form a regional water trail system that will eventually include a continuous paddling, hiking and biking system along the 652-mile Tennessee River from Knoxville, TN to Paducah, KY, which includes the waterfront along the southern border of Huntsville; and

WHEREAS, the City of Huntsville believes that the Tennessee RiverTowns program is a worthwhile endeavor and catalyst to fulfill the Tennessee RiverLine vision. The program creates unique synergies among the communities along the river, offers an opportunity to learn and collaborate with others on successful river recreational initiatives, and heightens the awareness of this vital asset locally and beyond; and

WHEREAS, with the launch of Ditto Landing's new campground, consisting of primitive and improved sites, Huntsville is positioned for new and eager Tennessee River visitors. Allowing the City to be a part of the Tennessee RiverLine is a valuable resource for promoting our amenities, stimulating economic development, and reaching our region's growing, diverse population.

NOW, THEREFORE, BE IT RESOLVED by the City Council and Mayor of the City of Huntsville:

Section 1: The City of Huntsville strongly supports the application to the Tennessee RiverTowns program and becoming a part of the Tennessee RiverLine.

Section 2: The City of Huntsville will work collaboratively with our partners at Ditto Landing and the local leadership team to accomplish the tasks associated with the RiverTowns program.

Section 3: The City of Huntsville will aid in implementing the components of the Tennessee RiverTowns program and achieving the Tennessee RiverLine vision to the fullest extent possible as resources are available.

ADOPTED this the 14th day of April, 2022.

_____

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

APPROVED this the 14th day of April, 2022.

_____

Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0314

Department: Animal Services

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

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Kelly Jo Gunn.

Resolution No. 22-

Finance Information:

Account Number: 1000-50-00000-501010-00000000

City Cost Amount: $24,130.00

Total Cost: $24,130.00

Special Circumstances:

Grant Funded: N/A

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1451

Department: Animal Services

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

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Kelly Jo Gunn.

Resolution No. 22-

Finance Information:

Account Number: 1000-50-00000-501010-00000000

City Cost Amount: $24,130.00

Total Cost: $24,130.00

Special Circumstances:

Grant Funded: N/A

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into a Special Employee Agreement by and between the City of Huntsville and Kelly Jo Gunn, which said agreement is substantially in words in figures similar to that certain document attached hereto and identified as a "Special Employee Agreement between the City of Huntsville and Kelly Jo Gunn," consisting of three (3) pages, including Exhibit A, with the date of April 14, 2022, appearing on the margin of the first page together with the signature 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 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of Huntsville,
Alabama

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND KELLY JO GUNN

THIS AGREEMENT is made and entered into on the 14th day of April, 2022, by and between Kelly Jo Gunn, an individual, ("Gunn") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("Huntsville"),

WITNESSETH:

1. Gunn shall serve as an employee of the Animal Services department and shall provide services in the position of Animal Care and Shelter Attendant. The scope of services to be performed by Gunn shall include the following: (see exhibit A attachment)

2. Gunn is hereby employed as a special employee of the City, working on a part-time basis, and as such, shall have no authorization to incur any debt or obligation on behalf of the City, and shall not be entitled to any benefits of any kind while working for the City. During the term of this agreement, Gunn shall report to the Director of Animal Services.

3. The term of this contract shall be for a period of one (1) year commencing on April 18, 2022 and continuing through April 17, 2023.

4. This contract may be terminated by either party upon fourteen days written notice being provided to the other party.

5. During the term of this Agreement, Gunn shall establish working hours to be approved by the Director of Animal Services. Gunn shall be paid an hourly rate of $16.00 per hour, not to exceed an average of twenty-nine (29) hours per week, with the total sum not to exceed $24,130 per year.

6. During the term of this Agreement, the City shall provide Gunn a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

7. Gunn shall receive reimbursement for mileage at the standard IRS mileage rate for 2022 (58.5 cents per mile) for miles driven on City business. Gunn shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by her and used while performing services for the City with minimum limits of $100,000 for personal injury; $100,000 property damage; and $300,000 per occurrence. The said insurance shall be written so as to cover Gunn when she is performing the services set forth in this Agreement.

8. Gunn acknowledges that confidential information in the way of financial practices, internal activities and operations, may be made available to her in connection with work pursuant to this Agreement. Gunn agrees not to disclose the confidential information to

any third party at any time following execution of this Agreement. This clause shall survive the termination of this Agreement.

9. This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Kelly Jo Gunn, an individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By: _____
Kenneth Benion
Its: City Clerk-Treasurer

_____
President of City Council
of the City of Huntsville, Alabama
Date: _____

EXHIBIT 'A'

City of Huntsville Animal Services
Canine Play Group Technician and Photography

Function:

The person in this position would organize Canine Play Groups where the dogs are in play groups outdoors in the play yards with 2-10 dogs in one area interacting. The job involves handling animals, using leashes, and corrective tools. The main responsibility with the Canine Play Groups is identifying canines that play well together, doing write ups in the computer about each dog's behavior and their specific needs. This is manual work taking professional photographs of shelter animals using various photography equipment removing the animals from its kennel to the photography area.

Responsibilities

- Several hours each day or on assigned days during operating hours but not to exceed 29 hours per week
- Be able to properly operate phones with video and photo capabilities
- Be able to properly operate lighting and camera equipment
- Keep photography room clean and neat
- Be able to remove canines and felines from their kennels properly and place back into kennels
- Use leashes, collars, harness and corrective devices properly when working with canines

Qualifications/Requirements:

- Be available up to 29 hours per week Monday through Saturday
- Be able to follow instructions
- Canine Behavior Certification Preferred

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0315

Department: Inspection

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Charles Hawk.

Resolution No.

Finance Information:

Account Number: 1000-72-00000-501010-00000000

City Cost Amount: $21,600.00

Total Cost: $21,600.00

Special Circumstances:

Grant Funded: $

Grant Title - CFDA or granting Agency: Click or tap here to enter text.

Resolution #: Click or tap here to enter text.

Location:

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Special Employee Agreement by and between the City of Huntsville and Charles G. Hawk, 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 Charles G. Hawk, consisting of two (2) pages and the date of April 14, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, as 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 14th day of April, 2022.

_____
President of the City Council of the
City of Huntsville, Alabama

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of Huntsville,
Alabama

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND CHARLES G. HAWK

STATE OF ALABAMA)
COUNTY OF MADISON)

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND CHARLES G. HAWK

THIS AGREEMENT is made and entered into on the 14th day of April, 2022, by and between Charles G. Hawk, an individual, ("HAWK") 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,

1. Hawk shall be employed by the City of Huntsville as "Landscape Enforcement Officer" and shall be classified as a "Special" employee under the City's Personnel Policies and Procedures Manual.

2. The term of this contract shall be for a period of eight (8) months commencing on the 15th of April, 2022, and ending on the 15th day of December, 2022.

3. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

4. During the term of this contract, Hawk shall perform the duties and responsibilities of Landscape Enforcement Officer and shall be under the direct supervision of the Director of City Inspection. Duties for the position of the Landscape Enforcement Officer include reviewing landscape plans as submitted with building plans for compliance with applicable landscape zoning laws and regulations; recommends changes to plans; reviews corrections. Reviews for modification and/or approval all applications for City building permits to insure landscaping of parking lots will be in accordance with the City's ordinances governing landscaping matters. Conducts on site inspections prior to start of construction; conducts intermediate inspections during installation of landscape materials to determine whether plans, quality of work, and materials comply with existing code requirements; conducts final inspection at completion of installation, posts release to computer screen for permit control. Monitors and releases hold of landscaping on permit control. Informs and explains to property owners and contractors of landscape laws and regulations; enlists support of property owners in carrying out these laws; notifies contractors and property owners who are in violation of the laws. Works in conjunction with the City of Huntsville Inspection Director setting six month bonds to insure completion of landscaping after issuance of the Certificate of Occupancy based on the bond. Investigates complaints regarding landscape violations; cooperates and coordinates work with other City departments and agencies; accompanies interested authorities on inspection trips; monitors compliance with approved landscaping sections; issues landscape violations notices and citations. Monitors landscape properties that planting materials are kept in compliance. Investigates complaints from administration, City Council and citizens concerning dead, diseased, or nuisance trees as required by the City's ordinances.

5. In consideration of the services rendered hereunder, the City shall pay to Hawk at the rate of $42.18 per hour for a maximum of 16 hours per week with the total sum Not to Exceed TWENTY-ONE THOUSAND SIX

President of the City Council of the City of Huntsville, AL
Date: April 14, 2022

HUNDRED AND NO/100 DOLLARS ($21,600) per year which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Hawk shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Hawk shall not receive any benefits available to any employee of the City except those benefits he receives as a result of being retired from regular employment with the City.

6. Except as specified herein, Hawk shall be subject to all policies applicable to part-time employment.

7. The City shall provide Hawk a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

8. Hawk acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Hawk agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this agreement.

9. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first Above written.

Charles G. Hawk an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk-Treasurer

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0316

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 James McFarlen

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $ 40,000 maximum/annually

Total Cost: $ 40,000 maximum/annually

Special Circumstances:

Grant Funded: $

Grant Title - CFDA or granting Agency: Click or tap here to enter text.

Resolution #: Click or tap here to enter text.

Location:

Address:
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Special Employee Contract with James McFarlen for Public Safety Dispatcher

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and James McFarlen, 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 James McFarlen" consisting of four (4) pages including Attachment "A", and the date of April 14, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 14th day of April, 2022.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of Huntsville,
Alabama

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND JAMES MCFARLEN

STATE OF ALABAMA)
COUNTY OF MADISON)

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND JAMES MCFARLEN

THIS AGREEMENT is made and entered into on the 14th day of April 2022, by and between James McFarlen, an individual, ("McFarlen") 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. McFarlen 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. McFarlen'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 McFarlen at the rate of $25.00 per hour not to exceed an average of twenty-nine (29) hours per week, with the total sum not to exceed $40,000.00 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, McFarlen shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, McFarlen shall not receive any benefits available to any employee of the City. McFarlen 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 April 14, 2022.

_____
President of the City Council
Of the City of Huntsville, AL
Date: April 14, 2022

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, McFarlen shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

6. McFarlen acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. McFarlen 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.

James McFarlen, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk-Treasurer

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.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1466

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 James McFarlen

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $ 40,000 maximum/annually

Total Cost: $ 40,000 maximum/annually

Special Circumstances:

Grant Funded: $

Grant Title - CFDA or granting Agency: Click or tap here to enter text.

Resolution #: Click or tap here to enter text.

Location:

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Special Employee Contract with James McFarlen for Public Safety Dispatcher

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0317

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 Jason Gandy

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $ 40,000 maximum/annually

Total Cost: $ 40,000 maximum/annually

Special Circumstances:

Grant Funded: $

Grant Title - CFDA or granting Agency: Click or tap here to enter text.

Resolution #: Click or tap here to enter text.

Location:

Address:
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Special Employee Contract with Jason Gandy for Public Safety Dispatcher

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and Jason Gandy, 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 Jason Gandy" consisting of four (4) pages including Attachment "A", and the date of April 14, 2022, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 14th day of April, 2022.

_____
President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of Huntsville,
Alabama

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND JASON GANDY

STATE OF ALABAMA)
COUNTY OF MADISON)

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND JASON GANDY

THIS AGREEMENT is made and entered into on the 14th day of April 2022, by and between Jason Gandy, an individual, ("Gandy") 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. Gandy 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. Gandy'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 Gandy at the rate of $25.00 per hour not to exceed an average of twenty-nine (29) hours per week, with the total sum not to exceed $40,000.00 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Gandy shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Gandy shall not receive any benefits available to any employee of the City. Gandy 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 April 14, 2022.

_____
President of the City Council
Of the City of Huntsville, AL
Date: April 14, 2022

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, Gandy shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

6. Gandy acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Gandy 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.

Jason Gandy

Jason Gandy, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk-Treasurer

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.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1467

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 Jason Gandy

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $ 40,000 maximum/annually

Total Cost: $ 40,000 maximum/annually

Special Circumstances:

Grant Funded: $

Grant Title - CFDA or granting Agency: Click or tap here to enter text.

Resolution #: Click or tap here to enter text.

Location:

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Special Employee Contract with Jason Gandy for Public Safety Dispatcher

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0318

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 Kitty Whitworth

Resolution No.

Finance Information:

Account Number: 1000-41-41250-501010-00000000

City Cost Amount: $ 32,000

Total Cost: $ 32,000

Special Circumstances:

Grant Funded: $

Grant Title - CFDA or granting Agency: Click or tap here to enter text.

Resolution #: Click or tap here to enter text.

Location:

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Continuation of Special Employment Agreement with Kitty Whitworth (Police Department Special Events Clerk) for one (1) year

RESOLUTION NO. 22-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Kitty Whitworth, 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 Kitty Whitworth" consisting of three (3) pages and the date of April 14, 2022 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this 14th day of April, 2022.

_____
President of the City Council
Of the City of Huntsville, Alabama

APPROVED this the 14th day of April, 2022.

_____
Mayor of the City of Huntsville, Alabama

SPECIAL EMPLOYEE
AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND KITTY WHITWORTH

STATE OF ALABAMA
COUNTY OF MADISON

THIS AGREEMENT is made and entered into on the 14th day of April, 2022, by and between Kitty Whitworth, an individual, ("Employee") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

WITNESSETH:

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Employee shall be employed by the City of Huntsville as a Special Events Clerk in the Police Department, shall be classified as a "Special" Employee under the City's Personnel Policies and Procedures Manual, and shall be under the direct supervision of the Chief of Police. Duties of the position, Special Events Clerk, shall include all work described on Exhibit "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Employee at the rate of $25.00 per hour not to exceed a total of 28 hours per week, with the total sum not to exceed $32,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Employee shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Employee shall not receive any benefits available to any employee of the City, except those benefits the Employee receives as a result of being retired from regular employment with the City. Employee shall have no authorization to incur any debt or obligation on behalf of the City.

3. The term of the contract shall be for a period of one (1) year commencing on April 14, 2022.

_____

President of the City Council
Of the City of Huntsville, Alabama
Date: April 8, 2021

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

5. Employee acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Employee agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.

6. 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.

Kitty Whitworth

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

Exhibit A
Special Events Clerk
Job Specifications and Duties

General Purpose

The Special Events Clerk will be responsible for the following: Coordinating with Traffic Services Sergeants and Event Organizers regarding special events; Uploading Special Events Applications to the Special Events Calendar; Keeping the Special Events Calendar updated; Placing events on the calendar for processing; Monitoring the calendar to ensure that scheduled events do not conflict with one another; and Uploading Special Events applications into Microsoft Access to complete the permitting process.

Class Characteristics

This position reports to the Police Chief and/or designated appointee. The Special Events Clerk will work closely with the traffic Sergeants, event organizers, and current SOD Secretary to help maintain stability within unit.

Essential Functions

- Accept and review incoming event applications for completeness and timeliness.
- Communicating event insurance requirement and verifying insurance certificates
- Enter applications into database (Access)
- For "permit only" events- Create permits/ applications for committee approval and Chief's signature. Traffic Sergeants still responsible for events requiring equipment, manpower, and road closures.
- Complete cost analysis, if given data. (to include officers that worked, times worked, and equipment used for each event)
- Update and maintain annual running cost analysis
- Maintain special event calendar, posting events and advising applicants of available dates for events as well as conflicts.
- Invoice and billing of for-profit events
- Permit processing and record keeping, coordinate signing and pick up of completed permits.
- Assist the current SOD Secretary with SRO's, STAC, K-9, PSA's and Inmate Labor timecards, if needed
- Court absence notifications.
- Assist current SOD Secretary with Funeral escort coordination, funeral data entry, off-duty paid escort coordination, if needed.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1482

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 Kitty Whitworth

Resolution No.

Finance Information:

Account Number: 1000-41-41250-501010-00000000

City Cost Amount: $ 32,000

Total Cost: $ 32,000

Special Circumstances:

Grant Funded: $

Grant Title - CFDA or granting Agency: Click or tap here to enter text.

Resolution #: Click or tap here to enter text.

Location:

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Continuation of Special Employment Agreement with Kitty Whitworth (Police Department Special Events Clerk) for one (1) year

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0319

Department:

Subject: **Type of Action:** Introduction

Introduction of an ordinance amending Chapter 3, Article II, Subsection (c) (1) of Section 3-30 (MidCity Arts and Entertainment District Ordinance) of the City's Code of Ordinances to modify the MidCity Arts and Entertainment District.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

Grant Title - CFDA or granting Agency: Click or tap here to enter text.

Resolution #: Click or tap here to enter text.

Location:

Address:
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** TMP-1457

Department:

Subject: **Type of Action:** Introduction

Introduction of an ordinance amending Chapter 3, Article II, Subsection (c) (1) of Section 3-30 (MidCity Arts and Entertainment District Ordinance) of the City's Code of Ordinances to modify the MidCity Arts and Entertainment District.

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

Grant Title - CFDA or granting Agency: Click or tap here to enter text.

Resolution #: Click or tap here to enter text.

Location:

Address:
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☒

Additional Comments:

ORDINANCE NO. 22-_____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama as follows:

Section 1. Chapter 3, Article II, **Subsection (c) (1) of Section 3-30** of the Code of Ordinances of the City of Huntsville, Alabama, is hereby amended to read as follows:

Sec. 3-30. - MidCity Arts and Entertainment District.

(c) MidCity Arts and Entertainment District established.

(1) Subject to subsections (2) and (3) of this subsection (c), there is hereby established the following named and generally described district, the MidCity Arts and Entertainment District, which is also shown on the appended map incorporated herein by reference, which district shall constitute an entertainment district pursuant to Code of Ala. 1975, § 28-3A-17.1:

A tract of land located in Section 31, Township 03 South, Range 01 West of the Huntsville Meridian, Madison County, Alabama, more particularly described as commencing at a point located at the Center of the East Boundary of said Section 31; thence from the Point of Commencement, North 89 Degrees 29 Minutes 27 Seconds West, a distance of 1649.34 feet to the Point of Beginning; thence from the Point of Beginning, South 01 Degree 09 Minutes 38 Seconds East, a distance of 478.49 feet to a point at the beginning of a curve to the left; thence around said curve to the left, with a radius of 302.91 feet, a chord distance and bearing of South 45 Degrees 08 Minutes 24 Seconds West, a distance of 261.20 feet to a point; thence South 89 Degrees 56 Minutes 57 Seconds West, a distance of 215.53 feet to a point; thence North 84 Degrees 03 Minutes 03 Seconds West, a distance of 140.69 feet to a point; thence North 87 Degrees 46 Minutes 31 Seconds West, a distance of 106.32 feet to a point; thence North 11 Degrees 20 Minutes 26 Seconds West, a distance of 124.69 feet to a point; thence North 19 Degrees 39 Minutes 33 Seconds West, a distance of 25.67 feet to a point; thence North 03 Degrees 59 Minutes 54 Seconds West, a distance of 508.61 feet to a point; thence North 89 Degrees 35 Minutes 04 Seconds West, a distance of 17.44 feet to a point; thence North 01 Degree 02 Minutes 15 Seconds East, a distance of 347.32 feet to a point; thence North 01 Degree 40 Minutes 42 Seconds East, a distance of 806.52 feet to a point; thence South 88 Degrees 20 Minutes 52 Seconds East, a distance of 378.25 feet to a point; thence North 05 Degrees 37 Minutes 10 Seconds West, a distance of 346.19 feet to a point; thence North 11 Degrees 29 Minutes 23 Seconds West, a distance of 322.44 feet to a point; thence South 82 Degrees 36 Minutes 19 Seconds West, a distance of 230.88 feet to a point; thence North 27 Degrees 24 Minutes 23 Seconds East, a distance of 85.09 feet to a point; thence North 47 Degrees 52 Minutes 51 Seconds East, a distance of 486.51 feet to a point; thence North 77 Degrees 04 Minutes 57 Seconds East, a distance of 157.38 feet to a point; thence South 71 Degrees 44 Minutes 55 Seconds East, a distance of 465.34 feet to a point; thence South 85 Degrees 03 Minutes 59 Seconds East, a distance of 42.15 feet to a point; thence South 71 Degrees 19 Minutes 01 Second East, a distance of 385.82 feet to a point; thence South 69 Degrees 06 Minutes 26 Seconds East, a distance of 715.75 feet to a point; thence South 09 Degrees 53 Minutes 18 Seconds East, a distance of 102.45

feet to a point; thence South 09 Degrees 20 Minutes 41 Seconds West, a distance of 274.61 feet to a point; thence South 04 Degrees 20 Minutes 05 Seconds West, a distance of 270.89 feet to a point; thence South 89 Degrees 59 Minutes 59 Seconds West, a distance of 523.74 feet to a point; thence South 00 Degrees 18 Minutes 37 Seconds East, a distance of 210.59 feet to a point; thence South 89 Degrees 41 Minutes 26 Seconds West, a distance of 844.24 feet to a point; thence North 74 Degrees 18 Minutes 29 Seconds West, a distance of 54.46 feet to a point; thence North 57 Degrees 58 Minutes 20 Seconds West, a distance of 63.78 feet to a point; thence South 35 Degrees 00 Minutes 44 Seconds West, a distance of 219.65 feet to a point at the beginning of a curve to the left; thence around said curve to the left, with a radius of 516.23 feet, a chord distance and bearing of South 15 Degrees 02 Minutes 45 Seconds West, a distance of 304.35 feet to a point; thence South 14 Degrees 28 Minutes 57 Seconds West, a distance of 21.89 feet to a point; thence South 01 Degree 05 Minutes 19 Seconds East, a distance of 384.94 feet to a point; thence South 89 Degrees 19 Minutes 30 Seconds East, a distance of 294.78 feet back to the Point of Beginning. Said tract containing 66.41 Acres, more or less.

Section 2. With the exception of the amendments made herein, all other portions of Chapter 3 of the Code of Ordinances of the City of Huntsville, Alabama, shall remain in full force and effect.

Section 3. The severability provisions of section 1-8 of the Code of Ordinances of the City of Huntsville, Alabama are specifically included herein by reference as if fully set forth.

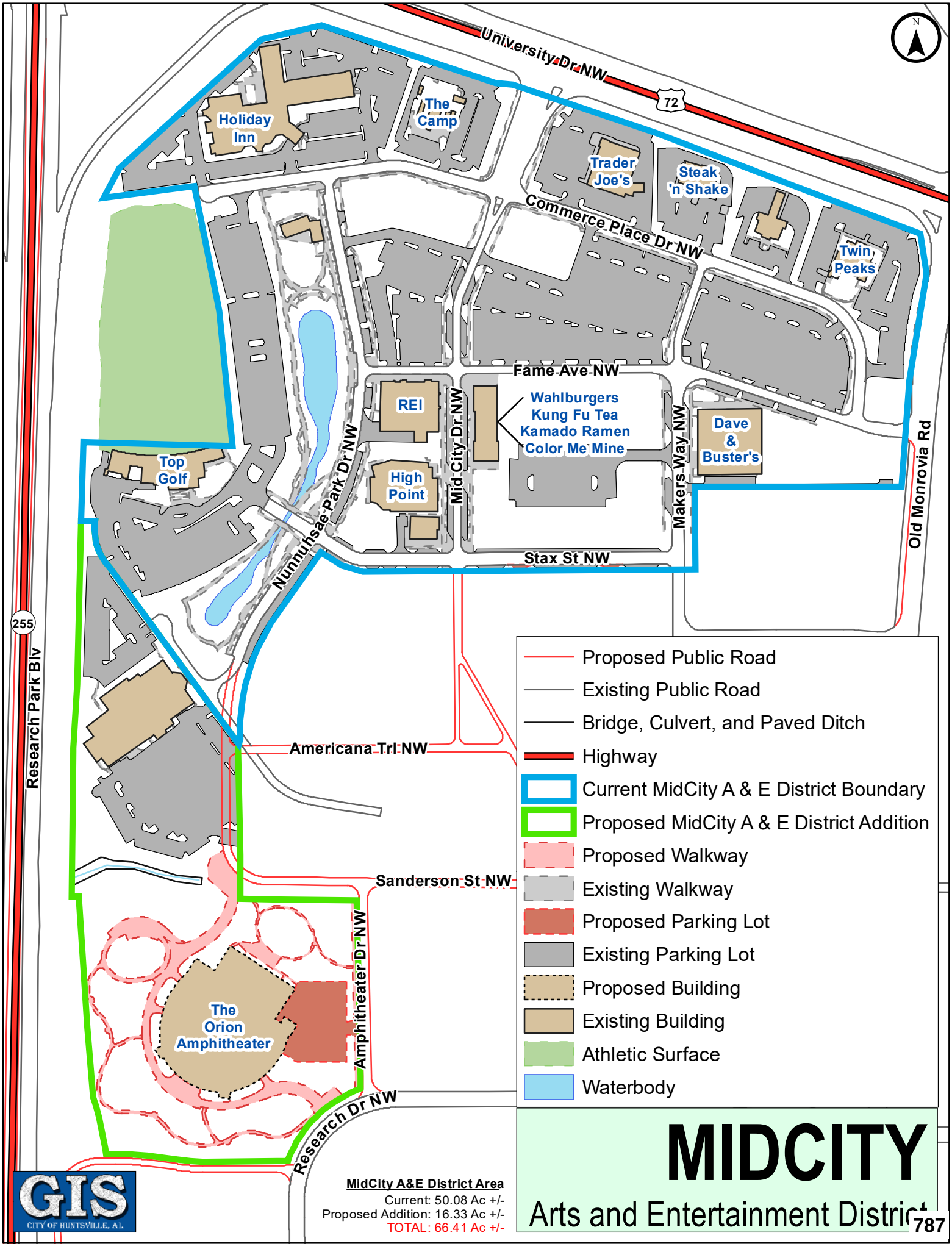
Section 4. This Ordinance shall become effective upon its adoption and publication.

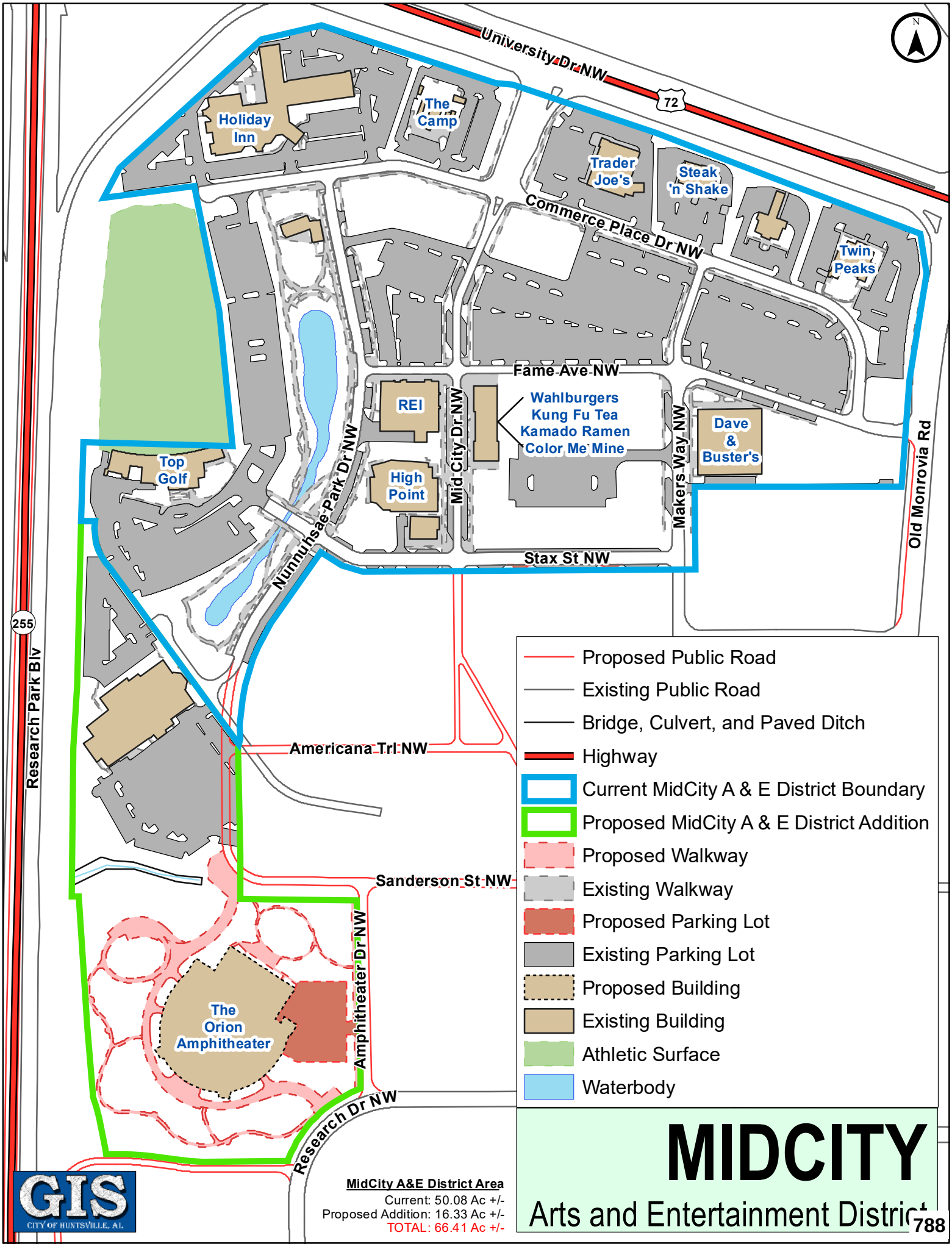
ADOPTED this the _____ day of _____, 2022.

_____
President of the City Council
Of the City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of
Huntsville, Alabama


University Dr NW
72
Holiday Inn
The Camp
Trader Joe's
Steak 'n Shake
Commerce Place Dr NW
Twin Peaks
Fame Ave NW
REI
Wahlburgers
Kung Fu Tea
Kamado Ramen
Color Me Mine
Dave & Buster's
Top Golf
High Point
Mid City Dr NW
Makers Way NW
Nunnuhsae Park Dr NW
Stax St NW
Old Monrovia Rd
255
Research Park Blv
Americana Trl NW
Sanderson St NW
Amphitheater Dr NW
The Orion Amphitheater
Research Dr NW
Proposed Public Road
Existing Public Road
Bridge, Culvert, and Paved Ditch
Highway
Current MidCity A & E District Boundary
Proposed MidCity A & E District Addition
Proposed Walkway
Existing Walkway
Proposed Parking Lot
Existing Parking Lot
Proposed Building
Existing Building
Athletic Surface
Waterbody
MIDCITY
Arts and Entertainment District
MidCity A&E District Area
Current: 50.08 Ac +/-
Proposed Addition: 16.33 Ac +/-
TOTAL: 66.41 Ac +/-
GIS
CITY OF HUNTSVILLE, AL
787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Research Park Blv
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Sanderson St NW
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Existing Public Road
Bridge, Culvert, and Paved Ditch
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Athletic Surface
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MIDCITY
Arts and Entertainment District
MidCity A&E District Area
Current: 50.08 Ac +/-
Proposed Addition: 16.33 Ac +/-
TOTAL: 66.41 Ac +/-
GIS
CITY OF HUNTSVILLE, AL
788

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022 **File ID:** 2022-0320

Department: Fleet

Subject: **Type of Action:** Introduction

Introduction of an ordinance declaring certain equipment surplus and to be donated to Huntsville Crime Stoppers. (Fleet)

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

Grant Title - CFDA or granting Agency: Click or tap here to enter text.

Resolution #: Click or tap here to enter text.

Location:

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 20- _____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that the property described below is hereby declared surplus and no longer needed for a municipal purpose or public use, and to be donated to Huntsville Crime Stoppers.

Equipment# 011836. 2007 Chevrolet Impala
Vin# 2G1WB58K079280471

ADOPTED this the _____ day of _____, 2022.

_____
President of the City Council
of the City of Huntsville, Alabama

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville
Huntsville, Alabama