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, March 10, 2022**

REGULAR MEETING OF THE CITY COUNCIL

CALL TO ORDER

1. INVOCATION

Offered by: Pastor Chase Allen, with Essential Church

2. PLEDGE OF ALLEGIANCE

Led by: Councilmember Bill Kling

3. APPROVAL OF THE AGENDA

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

a. **2022-0176** Minutes of Regular Meeting of the City Council held February 24, 2022. (Minutes Received)

Sponsors: Clerk-Treasurer

5. MAYOR: SPECIAL RECOGNITIONS

a. **2022-0177** Recognition of Finance Department as the recipient of the Government Finance Officers Association's Certificate of Excellence in Financial Reporting.

6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

Resolutions for Approval and Presentation

a. **2022-0178** Resolution honoring the life and legacy of Mr. Wilbert Louis Brown. Resolution No. 22-146

Sponsors: Keith

Attachments: Resolution for Wilbert L. Brown 031022.docx

Resolutions for Approval Only

7. ANNOUNCEMENTS AND PRESENTATIONS

a. **2022-0179** Huntsville Police Citizens Advisory Council (HPCAC) Quarterly Report

8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE

9. PUBLIC HEARINGS TO BE HELD

a. **2022-0180** Public Hearing on a Resolution authorizing the City Clerk-Treasurer to assess the cost of the boarding and securing of certain properties.
Resolution No. 22-147

Sponsors: Community Development

Attachments: BOARD & SECURE BY CITY 03102022.doc

b. **2022-0181** Public Hearing on a Resolution authorizing the City Clerk-Treasurer to assess the cost for the demolition of a public nuisance located at 2303 Poplar Ave, NW Huntsville, AL.
Resolution No. 22-148

Sponsors: Community Development

Attachments: DEMOLITION LIEN FOR PUBLIC NUISANCE BY CITY 03102022.doc

c. **2022-0182** Public hearing on the vacation of a right-of-way along McMullen Lane. (Set February 10, 2022, Regular Council Meeting)

Sponsors: Planning

Attachments: McMullen Lane ROW Vacation Documents Complete.pdf
McMullen Lane ROW ord.doc
McMullen Lane ROW res after Public Hearing.doc
McMullen Lane ROW vac res setting public hearing.docx

10. PUBLIC HEARINGS TO BE SET

11. AGENDA RELATED PUBLIC COMMENTS

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

12. MAYOR COMMENTS

13. COUNCILMEMBER COMMENTS

Councilmember Devyn Keith

Councilmember Frances Akridge

Councilmember Jennie Robinson

Councilmember Bill Kling

Councilmember John Meredith

14. FINANCE COMMITTEE REPORT

a. **2022-0183** Resolution authorizing expenditures for payment.
Resolution No. 22-149

Sponsors: Finance

Attachments: Resolution - Expenditures
Expenditures - Complete.pdf

15. BOARD APPOINTMENTS TO BE VOTED ON

16. BOARD APPOINTMENT NOMINATIONS

a. **2022-0184** Nomination to appoint Amanda Burns to the Community Development Citizens Advisory Council, Place 1, to the seat previously held by Richard Mulholland for a three (3) year term to expire April 14, 2025.

Sponsors: Meredith

Attachments: A.Burns Appointment Community Development.docx

b. **2022-0185** Nomination to reappoint Keith Klaus, to the Community Development Citizens Advisory Council, Place 2 (his current seat), for a three (3) year term to expire April 14, 2025.

Sponsors: Kling

Attachments: K. Klaus Reappointment Community Development.docx

c. **2022-0186** Nomination to reappoint Billy Lenox, to the Community Development Citizens Advisory Council, Place 3 (his current seat), for a three (3) year term to expire April 14, 2025.

Sponsors: Kling

Attachments: B. Lenox Reappointment Community Development - Copy.docx

d. **2022-0187** Nomination to reappoint Harold Kemp, to the Community Development Citizens Advisory Council, Place 4 (his current seat), for a three (3) year term to expire April 14, 2025.

Sponsors: Kling

Attachments: H. Kemp Reappointment Community Development .docx

e. 2022-0188 Nomination to reappoint Joanne Wherley to the Bingo Review Committee to her current seat for a two (2) year term to expire April 8, 2024.

Sponsors: Kling

Attachments: J. Wherley Reappointment Bingo Committee .docx

f. 2022-0189 Nomination to reappoint Fred Rodrigue to the Bingo Review Committee to his current seat for a two (2) year term to expire April 8, 2024.

Sponsors: Keith

Attachments: F. Rodrigue Reappointment Bingo Committee .docx

17. HUNTSVILLE UTILITIES ITEMS

18. LEGAL DEPARTMENT ITEMS/TRANSACTIONS

Vacation of Easements

a. 2022-0190 Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 156, Hampton Ridge Subdivision, 7043 Pale Dawn Place. (Martin)
Ordinance No. 22-150

Sponsors: Legal

Attachments: Martin eas ord.pdf
Martin eas ord.doc

b. 2022-0191 Ordinance authorizing the vacation of Utility and Drainage Easements, Lots 8 through 10, Friendship Commons, Phase II. (Friends Forever)
Ordinance No. 22-151

Sponsors: Legal

Attachments: Friends Forever eas ord.pdf
Friends Forever eas ord.doc

c. 2022-0192 Ordinance authorizing the vacation of Utility and Drainage Easements, Lot 4 and 5, Ware Park Phase 2 Subdivision, Corner of Martin Road and Zierdt Road. (MLH Redstone)
Ordinance No. 22-152

Sponsors: Legal

Attachments: MLH Redstone eas ord.pdf
MLH Redstone eas ord.doc

d. **2022-0193** Ordinance authorizing the vacation of Utility and Drainage Easements, Lots 1, 2, and 3, Vinemount Commercial Subdivision. (ZP 361)
Ordinance No. 22-153

Sponsors: Legal

Attachments: ZP 361 eas ord.pdf
ZP 361 eas ord.doc

Vacation of Rights-of-Way

e. **2022-0194** Resolution No. 22-81, consenting to the vacation of a right-of-way along McMullen Lane. (Introduced February 10, 2022, Regular Council Meeting)
Resolution No. 22-81

Sponsors: Planning

Attachments: Resolution consenting to vacation of ROW McMullen Lane

f. **2022-0195** Ordinance No. 22-82, vacating a right-of-way along McMullen Lane. (Introduced February 10, 2022, Regular Council Meeting)
Ordinance No. 22-82

Sponsors: Planning

Attachments: Vacation of ROW McMullen Lane.doc

Deeds of Acceptance

19. UNFINISHED BUSINESS ITEMS FOR ACTION

a. **2022-0196** Ordinance No. 22-140, amending Ordinance No. 89-79, Classification and Salary Plan Ordinance. (Introduced February 24, 2022, Regular Council Meeting)
Ordinance No. 22-140

Sponsors: Human Resources

Attachments: Class Salary 02-24.pdf

b. **2022-0197** Ordinance No. 22-141, amending the Budget Ordinance No. 21-867 to modify the authorized strength of the departments. (Introduced February 24, 2022, Regular Council Meeting)
Ordinance No. 22-141

Sponsors: Human Resources

Attachments: Budget Ord 02-24.pdf

c. **2022-0198** Ordinance No. 22-142, amending the Code of Ordinances of the City of Huntsville, Chapter 2, Administration, by adding Article XII, Electronic Records and Electronic Signatures, Section 2-2160 thru 2-2163. (Introduced February 24, 2022, Regular Council Meeting)
Ordinance No. 22-142

Sponsors: Clerk-Treasurer

Attachments: Electronic Records and Signatures Ord.docx

d. **2022-0199** Ordinance No. 22-143, declaring one (1) 15 passenger van as surplus and to be donated to the Boy Scouts of America, Troop 400 and authorizing the Mayor enter into an Agency Agreement between the City of Huntsville and the Boy Scouts of America, Troop 400 for said donation. (Introduced February 24, 2022, Regular Council Meeting)
Ordinance No. 22-143

Sponsors: Parking/Public Transit

Attachments: SurplusProperty ord donate Boy Scouts 220210
Boy Scouts Donated Vehicle Agree 220224

e. **2022-0200** Ordinance No. 22-144, declaring two (2) 15 passenger vans as surplus and authorizing the Mayor enter into an Agency Agreement between the City of Huntsville and The Arc of Madison County, for said donation. (Introduced February 24, 2022, Regular Council Meeting)
Ordinance No. 22-144

Sponsors: Parking/Public Transit

Attachments: Surplus Property ord donate The Arc of Madison County 220224
ARC Donated Vehicle Agree 220224

f. **2022-0201** Ordinance No. 22-145 declaring one (1) medium sized passenger bus as surplus and authorizing the Mayor enter into an Agency Agreement between the City of Huntsville and Oakwood University, for said donation. (Introduced February 24, 2022, Regular Council Meeting)
Ordinance No. 22-145

Sponsors: Parking/Public Transit

Attachments: SurplusProperty ord donate 030570 to Oakwood University
Oakwood University Agree 220224

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. **2022-0202** Resolution authorizing travel expenses.
Resolution No. 22-154

Sponsors: Finance

Attachments: Travel CS
Travel Resolution

b. **2022-0203** Ordinance amending Budget Ordinance No. 21-867, by changing appropriated funding for various departments and funds.
Ordinance No. 22-155

Sponsors: Finance

Attachments: Budget Amendment CS
Budget Amendment

c. **2022-0204** 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. 22-156

Sponsors: Finance

Attachments: Procurement-Cover Sheet
Resolution Procurement
Procurement-Finala
Procurement-Complete

d. **2022-0205** Resolution authorizing the Mayor to enter into a Detention Facilities Maintenance Agreement between the City of Huntsville and Chase Creek, L.L.C.
Resolution No. 22-157

Sponsors: Engineering

Attachments: Chase Creek, L.L.C. Detention Facilities Maintenance Agreement
Chase Creek, L.L.C. Detention Facilities Maintenance Agreement complete.

e. **2022-0206** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Building & Earth for engineering services for the New Transit Transfer Station.
Resolution No. 22-158

Sponsors: General Services

Attachments: Complete BuildingandEarth-Construction Materials
BERes-New Transit Transfer

f. **2022-0207** Resolution authorizing the Mayor to execute Modification No.1 between the City of Huntsville and KPS Group Inc. for the Sandra Moon Community Center Phase 2.
Resolution No. 22-159

Sponsors: General Services

Attachments: Complete KPS Mod No. 1-SandraMoonPH2
KPS Mod 1 Res- SandraMoonPH2

g. **2022-0208** Resolution authorizing the Clerk-Treasurer to invoke First Bank Letter of Credit No. 2410018310 for Villas in Greenlawn Phase 1 Subdivision.
Resolution No. 22-160

Sponsors: Legal

Attachments: Greenlawn Villas LOC Complete.pdf
Greenlawn Villas LOC res.docx

h. **2022-0209** Resolution authorizing the Clerk-Treasurer to invoke ServisFirst Bank Letter of Credit No. 41586 for the Preserve at Clayton's Pond II Subdivision.
Resolution No. 22-161

Sponsors: Legal

Attachments: Claytons Pond 41586 LOC Complete.pdf
Claytons Pond LOC 41586 res.docx

i. **2022-0210** Resolution authorizing the Clerk-Treasurer to invoke ServisFirst Bank Letter of Credit No. 16244 for the Preserve at Clayton's Pond II Subdivision.
Resolution No. 22-162

Sponsors: Legal

Attachments: Claytons Pond 16244 LOC Complete.pdf
Claytons Pond LOC 16244 res.docx

j. **2022-0211** Resolution authorizing the Clerk-Treasurer to invoke Bank of Frankenwing Letter of Credit No. 15321700 for Monte Sano Cove Subdivision.
Resolution No. 22-163

Sponsors: Legal

Attachments: Monte Sano Cove 15321700 LOC Complete.pdf
Monte Sano Cove LOC res.docx

k. **2022-0212** Resolution authorizing the Clerk-Treasurer to invoke Bank Independent Letter of Credit No. 30014146 for the Preserve at Limestone Creek Phase 2A Subdivision.
Resolution No. 22-164

Sponsors: Legal

Attachments: Limestone Creek LOC Complete.pdf
Limestone Creek LOC res.docx

l. **2022-0213** Resolution authorizing the Clerk-Treasurer to invoke Center State Bank Letter of Credit No. 90570394 for Chase Creek II Subdivision.
Resolution No. 22-165

Sponsors: Legal

Attachments: Chase Creek II LOC Complete.pdf
Chase Creek II LOC res.docx

m. **2022-0214** Resolution authorizing the Clerk-Treasurer to invoke Center State Bank Letter of Credit No. 90570397 for Chase Creek II Part B Subdivision.
Resolution No. 22-166

Sponsors: Legal

Attachments: Chase Creek II Part B LOC Complete.pdf
Chase Creek II Part B LOC res.docx

n. **2022-0215** Resolution authorizing the Clerk-Treasurer to invoke Bank of Frankewing Letter of Credit No. 15322000 for Monte Sano Cove Subdivision.
Resolution No. 22-167

Sponsors: Legal

Attachments: Monte Sano Cove 15322000 LOC Complete.pdf
Monte Sano Cove LOC 15322000 res.docx

o. **2022-0216** Resolution authorizing the Clerk-Treasurer to invoke Bank of Frankewing Letter of Credit No. 15322100 for Monte Sano Cove Subdivision.
Resolution No. 22-168

Sponsors: Legal

Attachments: Monte Sano Cove 15322100 LOC Complete.pdf
Monte Sano Cove LOC 15322100 res.docx

p. **2022-0217** Resolution authorizing the Clerk-Treasurer to invoke First National Bank Letter of Credit No. 511608500 for Lantern Pointe Phase 1 Subdivision.
Resolution No. 22-169

Sponsors: Legal

Attachments: Lantern Pointe LOC Complete.pdf
Lantern Pointe LOC res.docx

q. **2022-0218** Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and Huntsville-Madison County Chamber of Commerce for the Summer Sip & Stroll celebrating the 60th Anniversary of Cummings Research Park.
Resolution No. 22-170

Sponsors: Legal

Attachments: Chamber of Commerce Use Agreement Complete.pdf
Chamber of Commerce Use Agreement res.doc
ChamberofCommerceSip&Stroll.pdf

r. **2022-0219** Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and Kim Brooks.
Resolution No. 22-171

Sponsors: Parks & Recreation

Attachments: Presentation - Kim Brooks
Resolution 2022 - Kim Brooks
CONTRACT.Brooks.Crump.WeddingRecpt.BSPW
Exhibit A
EXHIBIT.B.Brooks.Crump.WeddingRec.BSPW

s. **2022-0220** Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and First United Methodist Church of Huntsville.
Resolution No. 22-172

Sponsors: Parks & Recreation

Attachments: Presentation - First United Methodist
Resolution 2022 - First United Methodist
CONTRACT.FirstUnitedMethodistChHsv.EasterEggHunt.BSPW
Exhibit A
EXHIBIT.B.FirstUnitedMethodistChHsv.EasterEggHunt

t. **2022-0221** Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and the Huntsville Museum of Art Guild.
Resolution No. 22-173

Sponsors: Parks & Recreation

Attachments: Presentation - HSV Museum of Art Guild
Resolution 2022 - HSV Museum of Art Guild
CONTRACT.HsvMuseumArtGuild..OfftotheRaces.BSPW
Exhibit A
EXHIBIT.B.HsvMuseumArtGuild..OfftotheRaces.BSPW

u. **2022-0222** Resolution authorizing the Mayor to sign a plat entitled: Racetrac - Greenbrier
Resolution No. 22-174

Sponsors: Planning

Attachments: Racetrac Greenbrier Plat (Complete)
Racetrac-Greenbrier Plat Resolution
Racetrac - Greenbrier Plat - Page 1
Racetrac - Greenbrier Plat Page 2.pdf

v. **2022-0223** Resolution Authorizing the Mayor to accept a grant award between the City of Huntsville Police Department and the Alabama Law Enforcement Agency (ALEA) for use by the North Alabama Multi-Agency Crime Center (NAMACC).
Resolution No. 22-175

Sponsors: Police

Attachments: Grant Award
Resolution

w. **2022-0224** Resolution authorizing the Mayor to accept an EMPG grant from the Alabama Emergency Management Agency.
Resolution No. 22-176

Sponsors: EMA

Attachments: EMPG-22res.docx
FY21 EMPG.pdf

x. **2022-0225** Resolution authorizing the Mayor to execute an agreement with the City of Madison for transfer of grant funds.
Resolution No. 22-177

Sponsors: EMA

Attachments: resolution approving agreement for madison 2022.doc
Agreement for Madison 2022.pdf

y. **2022-0226** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Jeff White Photography.
Resolution No. 22-178

Sponsors: Administration

Attachments: 2022-03-10 Jeff White Photographer Agreement
2022-03-10 Jeff White Photographer Resolution

z. **2022-0227** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and 4Ward Media.
Resolution No. 22-179

Sponsors: Administration

Attachments: 2022-03-10 4Ward Media Agreement
2022-03-10 4Ward Media Resolution

aa. **2022-0228** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Amanda Elliott.
Resolution No. 22-180

Sponsors: Administration

Attachments: 2022-03-10 Amanda Elliott Agreement
2022-03-10 Amanda Elliott Resolution

ab. **2022-0229** Resolution authorizing the Mayor to enter into a professional services agreement between the City of Huntsville and Don Howard Studios for the design of digital art depicting Huntsville Fire and Rescue's bicentennial history.
Resolution No. 22-181

Sponsors: Fire and Rescue

Attachments: Don Howard Studios Resolution 2-25-22.docx
Don Howard Markup FINAL REVISED BY LEGAL.docx

ac. **2022-0230** Resolution authorizing the Mayor to approve and submit the 2021 Annual Action Plan to the U.S. Department of Housing and Urban Development for HOME & CDBG funding.
Resolution No. 22-182

Sponsors: Community Development

Attachments: 2021 Action Plan Resolution Attachments.pdf
2021 Action Plan Resolution.pdf

ad. **2022-0231** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Habitat for Humanity of the River Valley for the construction of two new houses located at 6221 Maywick Drive and 6304 Menifee Drive.
Resolution No. 22-183

Sponsors: Community Development

Attachments: Maywick and Menifee - Resolution Final.docx
Complete Habitat for Humanity.docx

ae. 2022-0232 Resolution to adjust the salaries of employees in certain positions in assigned departments.
Resolution No. 22-184

Sponsors: Human Resources

Attachments: Resolution - Certain Department Position 3-2022.docx

af. 2022-0233 Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Sue Collie Campbell.
Resolution No. 22-185

Sponsors: Fire and Rescue

Attachments: Sue Collie 2022 Resolution.docx
Sue Collie Campbell 2022 Contract.docx

ag. 2022-0234 Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Brenda Martin.
Resolution No. 22-186

Sponsors: Administration

Attachments: 2022-03-10 Brenda Martin Agreement
2022-03-10 Brenda Martin Resolution

21. NEW BUSINESS ITEMS FOR INTRODUCTION

a. 2022-0235 Introduction of an ordinance amending Chapter 12, Environmental Management, of the Code of Ordinances of the City of Huntsville, Alabama, by adding Article VIII concerning Maintenance Areas.
Ordinance No. 22-187

Sponsors: Engineering

Attachments: Ordinance Environmental Management.docx

22. SECOND ROSTER PUBLIC COMMENTS

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

23. ADJOURNMENT

Agenda Disclaimer

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Changes to a City Council agenda may be necessary prior to the City Council meeting. Such changes may not be included on the City Council agenda on this website. Also, the City Council may elect to amend, delete, add or continue business matters during the City Council meeting.

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308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0176

Department: Clerk-Treasurer

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

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

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0177

Department: Administration

Subject: **Type of Action:** Presentation

Recognition of Finance Department Government Finance Officers Association's Certificate of Excellence in Financial Reporting.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: 0

Total Obligation: 0

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:** 3/10/2022 **File ID:** 2022-0178

Department: City Council

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

Resolution honoring the life and legacy of Mr. Wilbert Louis Brown.

Resolution No.

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:

RESOLUTION NO. 22-

WHEREAS, the City Council and Mayor of the City of Huntsville, Alabama, are saddened by the passing of a superlative educator, dutiful community supporter and a stupendous citizen of Huntsville, Mr. Wilbert Louis Brown. Mr. Wilbert L. Brown, passed on Tuesday, February 22, 2022 in Huntsville, Alabama after a brief illness. Administrator, teacher, orator and humanitarian, are just a few words that describe the consummate professional of par excellence, which was the essence of Mr. Wilbert L. Brown; and,

WHEREAS, Mr. Wilbert L. Brown was born on June 10, 1949, in Mt. Clemons, Michigan. Wilbert was reared in Tallassee, Alabama. He completed his primary and secondary public education in Tallassee, where he graduated from the Robert Russa Moton High School as the senior class Salutatorian. At Moton High School, Wilbert served as president of his sophomore, junior and senior classes, as well as the SGA President during his senior year. Following his graduation from Moton, Wilbert earned an academic scholarship to Alabama Agricultural and Mechanical University where he majored in Secondary Education with a concentration in English and minored in Sociology. He graduated from AAMU in 1972 with his Bachelor of Science degree. In 1986 he received the Master of Science degree in Supervision and Administration from AAMU; and,

WHEREAS, Mr. Brown began his professional teaching career in education as an English teacher with Huntsville City Schools at J.O. Johnson High School. Within two years, he was named the Director of Student Activities at Johnson High School. In 1991 his ascent to administration began as he became the assistant principal at the Academy for Academics and Arts, the first magnet school in the Huntsville City Schools system. During his nearly forty-year career as an educator and administrator, he served as principal at West Mastin Lake Elementary School, Davis Hills Middle School and at the Academy for Academics and Arts, a post he held for 14 years. Additionally, he served as an adjunct professor at his alma mater, Alabama A&M University; and,

WHEREAS, the name Wilbert L. Brown is most synonymous with his professional career as an educator and administrator, it is equally known for his community service and philanthropic outreach. For nearly two decades, Wilbert led Huntsville's Delta Theta Lambda Education Foundation, as Board Chairman. The foundation hosts the largest Dr. Martin Luther King, Jr., Unity Breakfast Celebration in the southeastern United States. The foundation is the philanthropic arm of the Delta Theta Lambda Chapter of Alpha Phi Alpha Fraternity, Incorporated – an organization to which Mr. Brown was initiated in 1974. Since his initiation into the oldest collegiate fraternity for African American men, he has served at all levels of leadership within the organization. Locally, under his leadership, the foundation has awarded nearly $300,000 in scholarships to graduating High School seniors. He also organized and designed the curriculum for the ALPHAS Mentoring Program. For his many years of tireless service to the fraternity, he was inducted into the Alabama District of Alpha Phi Alpha Fraternity, Inc., 2018 Hall of Fame Class; and

WHEREAS, Mr. Brown believed in helping his fellow man and encouraging students to always set high goals and to work smarter to achieve them. He gave unselfishly of his time,

talent and resources to any person or organization which sought his wise counsel. As a result, he served on many civic and community organization boards. Formerly, he served with Community Action Partnership, Girls Incorporated and March for Dimes/March for Babies. For his many decades of active community service, Mr. Brown was recognized by the Huntsville Progressive Chapter Alumni Chapter of Alabama A&M University, Big Brothers and Big Sisters of the Tennessee Valley and the Ivy Center Foundation of Huntsville/Madison County; and,

WHEREAS, he was a long-time and faithful member of Union Chapel Missionary Baptist Church under the pastoral leadership of Dr. O. Wendell Davis. At Union Chapel, he worked untiringly, until his health began to fail, in several of the church's ministries such as Church Announcer, Trustee, Chairman of the Fellowship Ministry, Education Assistance Ministry, Human Resources Committee, Board of Directors for both the Union Chapel Christian Academy and Foundation; and,

WHEREAS, Wilbert Louis Brown will be lovingly missed by his family, personal friends, church members at Union Chapel Missionary Baptist Church, Brothers of Alpha Phi Alpha Fraternity, Incorporated, Members of Sigma Pi Phi Boule, fellow colleagues in education, former students and parents, neighbors, and so many in the greater Huntsville/Madison County community.

NOW, THEREFORE BE IT RESOLVED that the City Council and Mayor of the City of Huntsville, Alabama, do hereby extend expressed condolences to the family of the late Wilbert Louis Brown, a true servant for all mankind, revered and loved by all.

ADOPTED this the 10th day of March, 2022.

_____

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0179

Department: City Council

Subject: **Type of Action:** Presentation

Huntsville Police Citizens Advisory Council (HPCAC) Quarterly Report

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:
Presentation

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0180

Department: Community Development

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

Public Hearing on a Resolution authorizing the City Clerk-Treasurer to assess the cost of the boarding and securing of certain properties.

Resolution No.

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:

RESOLUTION NO. 22-_____

WHEREAS, the Manager of Community Development for the City of Huntsville, Alabama, has executed all procedural requirements contained in the City of Huntsville Code of Ordinances, Chapter 7, Article V entitled "Minimum Housing Standards"; and

WHEREAS, the Manager of Community Development for the City of Huntsville, Alabama, has determined that a building on property hereinafter more particularly identified must be boarded and secured; and

WHEREAS, the building was subsequently secured by the City and the owner was mailed a copy of the report of the cost; the owner was further notified by letter that an assessment would be placed against subject property for nonpayment of the cost to secure the property by a stipulated date; and

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

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

BE IT FURTHER RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Manager of Community Development, or his/her appointed designee, is hereby authorized to file in the Office of the Judge of Probate of Madison County, Alabama, a lien instrument known as "Notice of Property Assessment, City of Huntsville - Ordinance No. 07-171" on all properties listed in Attachment A of this Resolution, in the amounts indicated plus any recording or filing fees and plus any legal late penalty fees as determined by the Division of Community Development of the City of Huntsville, Alabama.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor
of the City of Huntsville, Alabama

RESOLUTION NO. 22-_____

Attachment A, Page 1

BOARD & SECURE BY CITY

Name and Address of Property Owner	Property Location and Description	Date Secured	Amount Charged
Max O. Busby and Sherry Freeman Busby 2311 Diamond Point Dr SE Decatur, AL 35603	15018 Greentree Trl SE	1-24-2022	$413.33
LOT 1 BLK 1 TIMBER RIDGE 1ST ADD PPIN: 114578 PARCEL: 2305163001001000			
Patricia Olloh 6117 Melrose Road Huntsville, AL 35810	6117 MELROSE RD NW	1-19-2022	$420.84
LOT 3 BLK 4 VALLEY PARK HOMES 5TH ADD PPIN: 95346 PARCEL: 1401112004047000			
Heirs of Winslow C. Shoemaker 141 Waterloo Ave Berwyn, PA 19312	2215 Shady Lane Dr NW	2-4-2022	$379.37
LOT 8 BL 7 SHADY LANE 3RD ADD PPIN: 15682 PARCEL: 1405214004018000			

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0181

Department: Community Development

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

Public Hearing on a Resolution authorizing the City Clerk-Treasurer to assess the cost for the demolition of a public nuisance located at 2303 Poplar Ave, NW Huntsville, AL.

Resolution No.

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: 2303 Poplar Ave NW
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 22-_____

WHEREAS, by Resolution No. 21-1097, the City Council of the City of Huntsville, a municipal corporation in the State of Alabama, authorized the Manager of Community Development of the City of Huntsville, Alabama to demolish and remove the structure on property hereinafter more particularly identified; and

WHEREAS, the City subsequently removed the structure pursuant to Resolution No. 21-1097, dated 10/15/2021; and

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

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

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

BE IT FURTHER RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Manager of Community Development, or his/her appointed designee, is hereby authorized, requested and directed to file in the Office of the Judge of Probate of Madison County, Alabama, a certified copy of this Resolution along with a lien instrument known as "Notice of Property Assessment, City of Huntsville - Code of Alabama (1975) § 11-40-30 et seq." on all properties listed in Attachment A of this Resolution, in the amounts indicated plus any recording or filing fees and plus any legal late penalty fees as determined by the Department of Community Development of the City of Huntsville, Alabama.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor
of the City of Huntsville, Alabama

RESOLUTION NO. 22-_____

Attachment A, Page 1

DEMOLITION OF PUBLIC NUISANCE BY CITY

Name and Address of Property Owner	Property Location and Description	Date of Removal	Amount Charged
Ethel Lee Readus (Deceased) c/o Lorene Jones 5044 Grizzard Rd Huntsville, AL 35810	2303 POPLAR AVE NW	1-11-2022	$5,566.31

The east 70 ft of Lot 16 Blk 9 Wells 2nd Addition
PPIN: 20160 PARCEL: 1407352003027000

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0182

Department: Planning

Subject: **Type of Action:** Presentation

Public hearing on the vacation of a right-of-way along McMullen Lane. (Set February 10, 2022, Regular Council Meeting)

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:

RESOLUTION NO. 22-_____

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

1. That Enfinger Development, LLC, McMullen Farms, LLC, are the sole landowners abutting the property hereinafter described, submitted an application for the vacation of Right-of-way being and lying in Madison County, and being more particularly described as follows (the "Right-of-way" or the "Property"):

SEE EXHIBIT "A" - "PETITION 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, March 10, 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 February 13, February 20, February 27 and March 6, 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 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

_____
Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA

COUNTY OF MADISON

PETITION FOR VACATION OF RIGHT-OF-WAY

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, **Jeffrey W. Enfinger**, as Manager of **Enfinger Development, LLC**, an Alabama limited liability company, and **McMullen Farms, L.L.C.**, an Alabama limited liability company (collectively, the "Owners"), being all of the Owners of all the lands abutting the portion of public right-of-way described in Exhibit "A" attached hereto and incorporated herein by reference (the "right-of-way"), pursuant to Section 23-4-20 of the Alabama Code of 1975, do hereby petition the City Council of the City of Huntsville, Alabama, to declare the right-of-way vacated and divested out of the public.

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

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

IN WITNESS WHEREOF, the parties hereunder have set their hands and seals as of the dates set forth below.

OWNERS:

Enfinger Development, LLC, an Alabama limited liability company

By: _____
Jeffrey W. Enfinger, Manager

McMullen Farms, L.L.C., an Alabama limited liability company

By: _____
Lyla McMullen, Member/Manager

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned Notary Public in and for said County and State, hereby certify that Jeffrey W. Enfinger, whose name as Manager of ENFINGER DEVELOPMENT, LLC, an Alabama limited liability company, is signed to the foregoing petition and who is known to me, acknowledged before me on this day that, being informed of the contents of the petition, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

GIVEN under my hand and official seal this the 9 day of November, 2021.

Notary Public
My commission expires:

LIOUDMILA PORTNOY
My Commission Expires
September 15, 2024

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned Notary Public in and for said County and State, hereby certify that Lyla McMullen whose name as Member/Manager of McMullen Farms, L.L.C., an Alabama limited liability company, is signed to the foregoing petition and who is known to me, acknowledged before me on this day that, being informed of the contents of the petition, she, as such Member/Manager and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

GIVEN under my hand and official seal this the 9 day of November, 2021.

Notary Public
My commission expires:

LIOUDMILA PORTNOY
My Commission Expires
September 15, 2024

Exhibit "A"
(Right-of-way to be Vacated)

BEING A PORTION OF MCMULLEN LANE A 60' RIGHT-OF-WAY LOCATED IN SECTIONS 5, 6, 7, AND 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA THENCE, NORTH 44 DEGREES 09 MINUTES59 SECONDS WEST FOR A DISTANCE OF 7,499.08 TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 60.23 FEET TO A POINT; THENCE, NORTH 04 DEGREES 57 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 94.69 FEET TO A POINT; THENCE, NORTH 02 DEGREES 54 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 237.50 FEET TO A POINT; THENCE, NORTH 00 DEGREES 02 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 113.97 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 75 DEGREES 02 MINUTES 41 SECONDS, HAVING A RADIUS OF 104.34 FEET, HAVING A CHORD BEARING OF NORTH 42 DEGREES 35 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 127.10 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 40.92 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 10 DEGREES 00 MINUTES 36 SECONDS, HAVING A RADIUS OF 370.00 FEET, HAVING A CHORD BEARING OF SOUTH 23 DEGREES 08 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 64.56 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 59.41 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 67 DEGREES 51 MINUTES 49 SECONDS, HAVING A RADIUS OF 44.34 FEET, HAVING A CHORD BEARING OF SOUTH 41 DEGREES 41 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 49.50 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 112.28 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 54 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 240.07 FEET TO A POINT; THENCE SOUTH 04 DEGREES 57 MINUTES 44 SECONDS WEST A DISTANCE OF 90.56 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.81 ACRES (35,297 SQUARE FEET) MORE OR LESS.

STATE OF ALABAMA

COUNTY OF MADISON

DECLARATION OF VACATION OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **ENFINGER DEVELOPMENT, LLC**, an Alabama limited liability company, and **MCMULLEN FARMS, L.L.C.**, an Alabama limited liability company (the "Owners"), desire for the City of Huntsville, in the State of Alabama, to vacate that certain right of way hereinafter described, pursuant to Ala. Code 1975, Section 23-4-20, and say as follows:

1. That Owners are the owners of all the land abutting the hereinafter described right of way; and

2. That the retention of said right of way will not benefit the City of Huntsville, Alabama, and the vacation of said right of way will not detrimentally affect the interest of the City of Huntsville or the public; and

3. That the said right of way hereinafter described is situated within the corporate limits of the City of Huntsville and was, upon information and belief, previously conveyed and/or dedicated to the City of Huntsville; and

4. That convenient and reasonable means of ingress and egress are available to the owner of the surrounding property; and

5. That said right of way is not needed for any purpose or to serve any other property owners of the City of Huntsville; and

6. That all persons, firms or corporations owning or claiming any interest in the property abutting said right of way have consented to such vacation, and the undersigned Owners, by this instrument, declare their intent to vacate the right-of-way hereafter described; and

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

SEE ATTACHED EXHIBIT "A"

IN WITNESS WHEREOF, the undersigned owners of all property abutting said right of way hereinabove described has caused this instrument to be executed on this 9 day of November, 2021.

ENFINGER DEVELOPMENT, LLC, an Alabama limited liability company

By: _____
Jeffrey W. Enfinger, Manager

MCMULLEN FARMS, L.L.C., an Alabama limited liability company

By: _____
Lyla McMullen, Member/Manager

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned Notary Public in and for said County and State, hereby certify that Jeffrey W. Enfinger, whose name as Manager of ENFINGER DEVELOPMENT, LLC, an Alabama limited liability company, is signed to the foregoing declaration and who is known to me, acknowledged before me on this day that, being informed of the contents of the declaration, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

GIVEN under my hand and official seal this the 9 day of November, 2021.

_____
Notary Public
My commission expires:

STATE OF ALABAMA NOTARY PUBLIC
LIOUDMILA PORTNOY
My Commission Expires
September 15, 2024

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned Notary Public in and for said County and State, hereby certify that Lyla McMullen, whose name as Member/Manager of MCMULLEN FARMS, L.L.C., an Alabama limited liability company, is signed to the foregoing declaration and who is known to me, acknowledged before me on this day that, being informed of the contents of the declaration, she, as such Member/Manager and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

GIVEN under my hand and official seal this the 9 day of November, 2021.

_____
Notary Public
My commission expires:

STATE OF ALABAMA NOTARY PUBLIC
LIOUDMILA PORTNOY
My Commission Expires
September 15, 2024

This instrument prepared by: Katherine Amos Beasley, Wilmer & Lee, P.A., 100 Washington Street, Huntsville, Alabama 35801 USER-DATA/Sam/REAL-ESTATE/Vacation/COH/Enfinger Development/McMullen Lane/Declaration of Vacation.

EXHIBIT "A"

BEING A PORTION OF MCMULLEN LANE A 60' RIGHT-OF-WAY LOCATED IN SECTIONS 5, 6, 7, AND 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA THENCE, NORTH 44 DEGREES 09 MINUTES59 SECONDS WEST FOR A DISTANCE OF 7,499.08 TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 60.23 FEET TO A POINT; THENCE, NORTH 04 DEGREES 57 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 94.69 FEET TO A POINT; THENCE, NORTH 02 DEGREES 54 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 237.50 FEET TO A POINT; THENCE, NORTH 00 DEGREES 02 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 113.97 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 75 DEGREES 02 MINUTES 41 SECONDS, HAVING A RADIUS OF 104.34 FEET, HAVING A CHORD BEARING OF NORTH 42 DEGREES 35 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 127.10 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 40.92 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 10 DEGREES 00 MINUTES 36 SECONDS, HAVING A RADIUS OF 370.00 FEET, HAVING A CHORD BEARING OF SOUTH 23 DEGREES 08 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 64.56 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 59.41 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 67 DEGREES 51 MINUTES 49 SECONDS, HAVING A RADIUS OF 44.34 FEET, HAVING A CHORD BEARING OF SOUTH 41 DEGREES 41 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 49.50 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 112.28 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 54 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 240.07 FEET TO A POINT; THENCE SOUTH 04 DEGREES 57 MINUTES 44 SECONDS WEST A DISTANCE OF 90.56 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.81 ACRES (35,297 SQUARE FEET) MORE OR LESS.

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, March 10, 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 in along McMullen Lane which is more particularly described as follows:

STATE OF ALABAMA
MADISON COUNTY

BEING A PORTION OF MCMULLEN LANE A 60' RIGHT-OF-WAY LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA THENCE, NORTH 44 DEGREES 09 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 7,499.08 TO THE POINT OF BEGINNING.

THENCE, FROM THE POINT OF BEGINNING, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 60.23 FEET TO A POINT; THENCE, NORTH 04 DEGREES 57 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 94.69 FEET TO A POINT; THENCE NORTH 02 DEGREES 54 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 237.50 FEET TO A POINT; THENCE, NORTH 00 DEGREES 02 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 113.97 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGEL OF 75 DEGREES 02 MINUTES 41 SECONDS, HAVING A RADIUS OF 104.34 FEET, HAVING A CHORD BEARING OF NORTH 42 DEGREES 35 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 127.10 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 40.92 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 10 DEGREES 00 MINUTES 36 SECONDS, HAVING A RADIUS OF 370.00 FEET, HAVING A CHORD BEARING OF SOUTH 23 DEGREES 08 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 64.56 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 59.41 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 67 DEGREES 51 MINUTES 49 SECONDS, HAVING A RADIUS OF 44.34 FEET, HAVING A CHORD BEARING OF SOUTH 41 DEGREES 41 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 49.50 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 112.28 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 54 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 240.07 FEET TO A POINT; THENCE SOUTH 04 DEGREES 57 MINUTES 44 SECONDS WEST A DISTANCE OF 90.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.81 ACRES (35,297 SQUARE FEET) MORE OR LESS.

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 Enfinger Development, LLC, and McMullen Farms, LLC, are the sole landowners 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, McMullen Farms, 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 10th day of March, 2022.

President of the City Council
City of Huntsville, Alabama

APPROVED this the 10th day of March, 2022.

TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

EXHIBIT A

STATE OF ALABAMA
MADISON COUNTY

BEING A PORTION OF MCMULLEN LANE A 60' RIGHT-OF-WAY LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA THENCE, NORTH 44 DEGREES 09 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 7,499.08 TO THE POINT OF BEGINNING.

THENCE, FROM THE POINT OF BEGINNING, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 60.23 FEET TO A POINT; THENCE, NORTH 04 DEGREES 57 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 94.69 FEET TO A POINT; THENCE NORTH 02 DEGREES 54 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 237.50 FEET TO A POINT; THENCE, NORTH 00 DEGREES 02 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 113.97 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGEL OF 75 DEGREES 02 MINUTES 41 SECONDS, HAVING A RADIUS OF 104.34 FEET, HAVING A CHORD BEARING OF NORTH 42 DEGREES 35 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 127.10 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 40.92 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 10 DEGREES 00 MINUTES 36 SECONDS, HAVING A RADIUS OF 370.00 FEET, HAVING A CHORD BEARING OF SOUTH 23 DEGREES 08 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 64.56 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 59.41 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 67 DEGREES 51 MINUTES 49 SECONDS, HAVING A RADIUS OF 44.34 FEET, HAVING A CHORD BEARING OF SOUTH 41 DEGREES 41 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 49.50 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 112.28 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 54 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 240.07 FEET TO A POINT; THENCE SOUTH 04 DEGREES 57 MINUTES 44 SECONDS WEST A DISTANCE OF 90.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.81 ACRES (35,297 SQUARE FEET) MORE OR LESS.

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 **McMullen Farms, 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:

STATE OF ALABAMA

COUNTY OF MADISON

NO TITLE EXAMINATION HAS BEEN PERFORMED IN CONNECTION WITH THIS TRANSACTION

KNOW ALL MEN BY THESE PRESENTS, that THE CITY OF HUNTSVILLE, a municipal corporation, hereinafter referred to as the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid by MCMULLEN FARMS, L.L.C., an Alabama limited liability company, hereinafter referred to as the Grantee, the receipt whereof is hereby acknowledged, and other good and valuable consideration, does hereby remise, release, quitclaim and convey unto the said Grantee all of its right, title, interest, and claim in and to the following described real estate situated in the County of Madison, State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO.

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

IN WITNESS WHEREOF, the City of Huntsville, Alabama. has caused this instrument to be duly executed by its Mayor and Clerk-Treasurer, pursuant to Ordinance No._____, as of this the 10th day of March, 2022.

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

Given under my hand and official seal this 10th day of March, 2022.

_____
NOTARY PUBLIC
My Commission Expires:_____

THIS INSTRUMENT PREPARED BY:
Katherine Amos Beasley
Wilmer & Lee, PA
100 Washington Street
Huntsville, Alabama 35801
256-533-0202
/VOLUMES/USER-DATA/SAM/REAL-ESTATE/VACATION/COH/ENFINGER DEVELOPMENT/MCMULLEN LANE/QUIT CLAIM DEED.MCMULLENS.DOC

EXHIBIT "A"

BEING A PORTION OF A 60' RIGHT-OF-WAY LOCATED IN SECTIONS 5 AND 6, TOWNSHIP 4 SOUTH, RANGE 2 EAST MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA THENCE, NORTH 44 DEGREES 09 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 7,499.08 TO A POINT; THENCE, NORTH 04 DEGREES 57 MINUTES 44 SECONDS EAST A DISTANCE OF 90.56 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, NORTH 89 DEGREES 13 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 30.02 FEET TO A POINT; THENCE, NORTH 02 DEGREES 54 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 233.72 FEET TO A POINT; THENCE, NORTH 00 DEGREES 02 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 113.29 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 31 DEGREES 53 MINUTES 35 SECONDS, HAVING A RADIUS OF 74.34 FEET, HAVING A CHORD BEARING OF NORTH 21 DEGREES 57 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 40.85 FEET TO A POINT; THENCE, NORTH 52 DEGREES 05 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 42 DEGREES 13 MINUTES 19 SECONDS, HAVING A RADIUS OF 104.34 FEET, HAVING A CHORD BEARING OF NORTH 59 DEGREES 00 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 75.16 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 40.92 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 10 DEGREES 00 MINUTES 36 SECONDS, HAVING A RADIUS OF 370.00 FEET, HAVING A CHORD BEARING OF SOUTH 23 DEGREES 08 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 64.56 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 59.41 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 67 DEGREES 51 MINUTES 49 SECONDS, HAVING A RADIUS OF 44.34 FEET, HAVING A CHORD BEARING OF SOUTH 41 DEGREES 41 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 49.50 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 112.28 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 54 MINUTES 16 SECONDS WEST A DISTANCE OF 233.35 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.40 ACRES (17,492 SQUARE FEET) MORE OR LESS.

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2020.

_____
Mayor of the City of
Huntsville, Alabama

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 **McMullen Farms, 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:

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2020.

_____
Mayor of the City of
Huntsville, Alabama

RESOLUTION NO. 22-_____

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

1. That Enfinger Development, LLC, and McMullen Farms, LLC, are the sole landowners 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, McMullen Farms, 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 10th day of March, 2022.

_____
President of the City Council
City of Huntsville, Alabama

APPROVED this the 10th day of March, 2022.

_____
TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

EXHIBIT A

STATE OF ALABAMA
MADISON COUNTY

BEING A PORTION OF MCMULLEN LANE A 60’ RIGHT-OF-WAY LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA THENCE, NORTH 44 DEGREES 09 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 7,499.08 TO THE POINT OF BEGINNING.

THENCE, FROM THE POINT OF BEGINNING, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 60.23 FEET TO A POINT; THENCE, NORTH 04 DEGREES 57 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 94.69 FEET TO A POINT; THENCE NORTH 02 DEGREES 54 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 237.50 FEET TO A POINT; THENCE, NORTH 00 DEGREES 02 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 113.97 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGEL OF 75 DEGREES 02 MINUTES 41 SECONDS, HAVING A RADIUS OF 104.34 FEET, HAVING A CHORD BEARING OF NORTH 42 DEGREES 35 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 127.10 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 40.92 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 10 DEGREES 00 MINUTES 36 SECONDS, HAVING A RADIUS OF 370.00 FEET, HAVING A CHORD BEARING OF SOUTH 23 DEGREES 08 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 64.56 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 59.41 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 67 DEGREES 51 MINUTES 49 SECONDS, HAVING A RADIUS OF 44.34 FEET, HAVING A CHORD BEARING OF SOUTH 41 DEGREES 41 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 49.50 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 112.28 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 54 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 240.07 FEET TO A POINT; THENCE SOUTH 04 DEGREES 57 MINUTES 44 SECONDS WEST A DISTANCE OF 90.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.81 ACRES (35,297 SQUARE FEET) MORE OR LESS.

RESOLUTION NO. 22-_____

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

1. That Enfinger Development, LLC, McMullen Farms, LLC, are the sole landowners abutting the property hereinafter described, submitted an application for the vacation of Right-of-way being and lying in Madison County, and being more particularly described as follows (the "Right-of-way" or the "Property"):

SEE EXHIBIT "A" - "PETITION 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, March 10, 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 February 13, February 20, February 27 and March 6, 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 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

_____
Mayor of the City of
Huntsville, Alabama

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, March 10, 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 in along McMullen Lane which is more particularly described as follows:

STATE OF ALABAMA
MADISON COUNTY

BEING A PORTION OF MCMULLEN LANE A 60' RIGHT-OF-WAY LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA THENCE, NORTH 44 DEGREES 09 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 7,499.08 TO THE POINT OF BEGINNING.

THENCE, FROM THE POINT OF BEGINNING, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 60.23 FEET TO A POINT; THENCE, NORTH 04 DEGREES 57 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 94.69 FEET TO A POINT; THENCE NORTH 02 DEGREES 54 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 237.50 FEET TO A POINT; THENCE, NORTH 00 DEGREES 02 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 113.97 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGEL OF 75 DEGREES 02 MINUTES 41 SECONDS, HAVING A RADIUS OF 104.34 FEET, HAVING A CHORD BEARING OF NORTH 42 DEGREES 35 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 127.10 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 40.92 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 10 DEGREES 00 MINUTES 36 SECONDS, HAVING A RADIUS OF 370.00 FEET, HAVING A CHORD BEARING OF SOUTH 23 DEGREES 08 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 64.56 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 59.41 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 67 DEGREES 51 MINUTES 49 SECONDS, HAVING A RADIUS OF 44.34 FEET, HAVING A CHORD BEARING OF SOUTH 41 DEGREES 41 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 49.50 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 112.28 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 54 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 240.07 FEET TO A POINT; THENCE SOUTH 04 DEGREES 57 MINUTES 44 SECONDS WEST A DISTANCE OF 90.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.81 ACRES (35,297 SQUARE FEET) MORE OR LESS.

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.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0183

Department: Finance

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 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:

Total Expenditures: $24,818,592.31

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:

$24,818,592.31

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 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

_____
Finance Committee Chairman

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:

$24,818,592.31

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 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

_____
Finance Committee Chairman

FROM 2/12/22 through 2/25/22 **CITY COUNCIL MEETING** **03/10/22**

FUND ACCOUNT	FUND NAME		AMOUNT
1000	GENERAL FUND	$	8,525,996.24
1005	HEALTH & LIFE BENEFITS	$	(554,559.46)
1010	GENERAL RESTRICTED DONATIONS	$	91.00
2000	PUBLIC TRANSIT	$	411,204.35
2100	COMMUNITY DEV BLOCK GRANT	$	83,923.79
2101	COMMUNITY DEV HOUSING	$	141,571.10
2200	COMMUNITY DEV HOUSING	$	6,237.25
2300	OTHER GRANTS	$	-
2500	OTHER GRANTS	$	94,925.10
3000	6.5 MILL DEBT PROPERTY TAX	$	-
3010	6.5 MILL SCHOOL PROPERTY TAX	$	-
3020	1990 CAPITAL IMPROVEMENTS	$	975,365.22
3030	1990 SCHOOL SUPPORT	$	2,413,556.58
3040	LODGING & LIQUOR TAXES	$	444,256.37
3050	1% LODGING TAX 2003	$	-
3060	1% LODGING TAX 2013	$	92,848.38
3080	2014 CAPITAL IMPROVEMENTS	$	1,134,740.32
3205	TIF 5	$	95,166.95
3206	TIF 6	$	-
3207	TIF 7	$	-
3300	4 & 5 CENT STATE GASOLINE TAX	$	-
3310	7 CENT STATE GASOLINE TAX	$	304,277.60

3430	STAC SEIZURE-CIR COURT	$	2,332.54
3435	STAC SEIZURE-FED COURT	$	-
3560	CEMETERY PERPETUAL CARE	$	36,222.21
3700	CUMMINGS RESEARCH PARK	$	-
3900	EMERGENCY MANAGEMENT AGENCY	$	27,759.51
3910	ALABAMA CONSTITUTION VILLAGE	$	40,518.12
3930	BURRITT MEMORIAL COMMITTEE	$	42,268.77
3950	PBA - DEBT SERVICE	$	-
4009	2020 REFUND WARRANTS	$	-
4010	2020E TIF WARRANTS	$	-
4011	PBA AMPHITHEATER	$	4,512,575.01
4012	PROJECT BORROW - FUTURE	$	-
4014	VBC - CAPITAL PROJECTS	$	-
4015	PBA - NEW CITY HALL	$	1,494,780.75
5000	DEBT SERVICE	$	2,138,903.15
6000	WATER POLLUTION CONTROL	$	1,048,635.84
6010	WPC CMOM RESERVE	$	55,678.55
6020	WPC R&R RESERVE	$	1,110.00
6030	WPC ECONOMIC DEVELOPMENT	$	352,086.51
6040	WPC 2005 ECONOMIC DEVELOPMENT	$	43,825.00
6200	SANITATION	$	442,700.34
6500	PBA - AMPHITHEATER	$	-
7000	POST-RETIREMENT BENEFITS TRUST	$	416,968.69
7100	EMPLOYEE FLEXIBLE BENEFIT PLAN	$	(24,473.47)
	TOTAL	**$**	**24,818,592.31**

Vendor Expense Report

02/12/2022 through 02/25/2022

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Effective Date	Amount
1000	A-1 GLASS & AUTO LLC	1000-15-15100-513030-00000000-	I006758	COM TX 021422/I006758	72174	02/15/2022	110.00
		1000-15-15100-513030-00000000-	I006758	COM TX 021422/I006758	72174	02/15/2022	145.00
		1000-15-15100-513030-00000000-	I006787	COM TX 021422/I006787	72174	02/15/2022	145.00
		1000-15-15100-513030-00000000-	I006787	COM TX 021422/I006787	72174	02/15/2022	150.00
		1000-15-15100-513030-00000000-	I006787	COM TX 021422/I006787	72174	02/15/2022	275.00
		Total Paid by Vendor					**825.00**
	ADMINISTRATIVE OFFICE OF COURTS	1000-00-00000-231402-00000000-	DECEMBER 2021	DECEMBER 2021 MONTHLY REPORT	PCard	02/25/2022	12,700.30
		Total Paid by Vendor					**12,700.30**
	AFLAC	1000-00-00000-210290-00000000-	935564	PPE 1/23/22 CANCER & OFF-THE-JOB ACCIDENT PREMIUM	72176	02/15/2022	1,790.70
		1000-00-00000-210300-00000000-	935564	PPE 1/23/22 CANCER & OFF-THE-JOB ACCIDENT PREMIUM	72176	02/15/2022	1,217.98
		Total Paid by Vendor					**3,008.68**
	AIDS ACTION COALITION OF HUNTSVILLE	1000-00-00000-610072-CAPITALP-	HEALTHCARE CENTER	FY22 APPROPIATIONS CAPTIAL BUD ORD 21-867	72026	02/15/2022	200,000.00
		Total Paid by Vendor					**200,000.00**
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-00-00000-210180-00000000-	254590	Payroll Run 1 - Warrant 220220	72326	02/25/2022	22,643.30
		Total Paid by Vendor					**22,643.30**
	ALABAMA COURT REPORTING INC	1000-18-00000-515372-00000000-	36158	BLANKET - OUTSIDE LEGAL SERVICES	72177	02/15/2022	738.90
		Total Paid by Vendor					**738.90**
	ALABAMA DEPARTMENT OF LABOR	1000-53-53200-513010-PK1020XX-	E97539	ELEVATOR CERTIFICATES OF OPERATION	72267	02/18/2022	150.00
		1000-53-53200-513010-PK1030XX-	E97539	ELEVATOR CERTIFICATES OF OPERATION	72267	02/18/2022	225.00
		1000-53-53200-513010-PK1060XX-	E97539	ELEVATOR CERTIFICATES OF OPERATION	72267	02/18/2022	150.00
		Total Paid by Vendor					**525.00**
	ALABAMA DEPARTMENT OF REVENUE	1000-15-15100-515340-00000000-	MU TAG# 022433	MU TAG XFER EQ# 022433	72028	02/14/2022	1.25
		1000-15-15100-515340-00000000-	MU TAG# 022358	MU TAG XFER EQ# 022358	72029	02/14/2022	1.25
		1000-00-00000-210180-00000000-	254592	Payroll Run 1 - Warrant 220220	72327	02/25/2022	376.60
		1000-14-14100-515700-00000000-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	8,565.31
		1000-70-70200-515700-00000000-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	7.54
		1000-53-53200-515700-PK1010XX-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	7.39
		1000-53-53200-515700-PK1020XX-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	113.54
		1000-53-53200-515700-PK1030XX-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	0.42
		1000-53-53200-515700-PK1040XX-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	57.25
		1000-53-53200-515700-PK1060XX-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	68.09
		1000-53-53200-515700-PK1051XX-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	85.61
		1000-53-53200-515700-PK1055XX-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	4.29
		1000-53-53200-515700-PK1057XX-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	2.82
		Total Paid by Vendor					**9,291.36**
	ALABAMA INDUSTRIAL SUPPLY, LLC	1000-55-55300-515340-00000000-	HV-T00002040	HOSE FOR CAT LOADER	72178	02/15/2022	206.35
		Total Paid by Vendor					**206.35**
	ALABAMA JUDICIAL COLLEGE	1000-43-00000-515790-00000000-	2022 REG SEMINAR	2022 REGIONIAL SEMINARS FOR MUNICIPAL COURT OFF	72264	02/17/2022	2,340.00
		1000-43-00000-515790-00000000-	2022 REG SEM-HSV	2022 REG SEMINARS FOR MUNICIPAL COURT OFF-HSV	72264	02/17/2022	3,120.00
		Total Paid by Vendor					**5,460.00**
	ALABAMA LAW ENFORCEMENT AGENCY	1000-00-00000-210180-00000000-	254585	Payroll Run 1 - Warrant 220220	72328	02/25/2022	373.24
		Total Paid by Vendor					**373.24**
	ALABAMA LAWN MASTERS INC	1000-52-52100-515370-00000000-	125355	LAWN MAINTENANCE (BLANKET)	72179	02/15/2022	170.00
		1000-52-52100-515370-00000000-	125356	LAWN MAINTENANCE (BLANKET)	72179	02/15/2022	486.00
		1000-52-52100-515370-00000000-	125352	LAWN MAINTENANCE (BLANKET)	72179	02/15/2022	1,246.00
		1000-52-52100-515370-00000000-	125357	LAWN MAINTENANCE (BLANKET)	72179	02/15/2022	250.00
		1000-52-52100-515370-00000000-	125353	LAWN MAINTENANCE (BLANKET)	72179	02/15/2022	265.00
		1000-52-52100-515370-00000000-	125354	LAWN MAINTENANCE (BLANKET)	72179	02/15/2022	485.00
		Total Paid by Vendor					**2,902.00**
	ALABAMA LINE LOCATION CENTER INC.	1000-75-75100-515370-00000000-	0821140	MONTHLY PARTICIPATION ***BLANKET PO***	72345	02/23/2022	2,471.67
		1000-75-75100-515370-00000000-	0122222	MONTHLY PARTICIPATION ***BLANKET PO***	72345	02/23/2022	2,573.77
		Total Paid by Vendor					**5,045.44**
	ALABAMA MEDIA GROUP	1000-19-00000-515010-00000000-	0002827412	HSV PUBLICATIONS FOR PERIOD 1/1/22 - 1/31/22	72346	02/22/2022	11,785.59
		Total Paid by Vendor					**11,785.59**
	ALAMEX TRANSLATION SERVICES	1000-43-00000-515370-00000000-	21530	TRANSLATION SERVICES: BURMESE- CS# 11150438	72181	02/15/2022	175.00
		Total Paid by Vendor					**175.00**
	ALERT-ALL CORPORATION	1000-42-42100-515520-00000000-	222010014	FIRE PREVENTION HATS AND CUPS	PCard	02/25/2022	1,988.00

	Total Paid by Vendor					**1,988.00**
ALL SHARPE INC	1000-15-15100-513030-00000000-	40232	COM TX 021422/40232	72182	02/15/2022	80.00
	1000-15-15100-513030-00000000-	40233	COM TX 021422/40233	72182	02/15/2022	40.00
	1000-15-15100-513030-00000000-	40234	COM TX 021422/40234	72182	02/15/2022	80.00
	1000-15-15100-513030-00000000-	40235	COM TX 021422/40235	72182	02/15/2022	80.00
	1000-15-15100-513030-00000000-	40236	COM TX 021422/40236	72182	02/15/2022	80.00
	1000-15-15100-513030-00000000-	40237	COM TX 021422/40237	72182	02/15/2022	120.00
	1000-15-15100-513030-00000000-	40238	COM TX 021422/40238	72182	02/15/2022	120.00
	1000-15-15100-513030-00000000-	40239	COM TX 021422/40239	72182	02/15/2022	40.00
	1000-15-15100-513030-00000000-	40258	COM TX 021822/40258	72347	02/22/2022	80.00
	Total Paid by Vendor					**720.00**
ALLGAS INC	1000-55-55400-514010-00000000-	2863631	FY22 PROPANE BLANKET	PCard	02/24/2022	62.01
	1000-55-55400-514010-00000000-	2845207	FY22 PROPANE BLANKET	PCard	02/24/2022	65.53
	Total Paid by Vendor					**127.54**
ALLIED PHOTOCOPY INC	1000-19-00000-515400-00000000-	1122620	POSTAGE FOR ANIMAL SERV PCKTS FEB 22	PCard	02/25/2022	738.16
	Total Paid by Vendor					**738.16**
ALLSTATE BENEFITS	1000-00-00000-210290-00000000-	M0116446012 1/23/22	PPE 1/23/22 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	72183	02/15/2022	10,004.56
	1000-00-00000-210300-00000000-	M0116446012 1/23/22	PPE 1/23/22 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	72183	02/15/2022	7,919.18
	1000-00-00000-210290-00000000-	M0116446040 2/6/22	PPE 2/6/22 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	72183	02/15/2022	9,965.04
	1000-00-00000-210300-00000000-	M0116446040 2/6/22	PPE 2/6/22 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	72183	02/15/2022	7,971.22
	Total Paid by Vendor					**35,860.00**
AMANDA ELLIOTT	1000-10-00000-515340-00000000-	705	GRAPHICS FOR CITY OF HUNTSVILLE CAMPAIGNS	72032	02/14/2022	4,200.00
	Total Paid by Vendor					**4,200.00**
AMERICAN RED CROSS & ITS CONSTITUENT CHAPTERS	1000-30-30100-515790-00000000-	22402223	AMERICAN RED CROSS TRAINING FOR DEPT. (BLANKET)	72242	02/16/2022	43.00
	1000-30-30100-515790-00000000-	22403949	AMERICAN RED CROSS TRAINING FOR DEPT. (BLANKET)	PCard	02/24/2022	148.00
	Total Paid by Vendor					**191.00**
ANDERS POOL CO INC	1000-30-30600-515340-00000000-	53402	BLANKET FOR POOL CHEMICALS ON BID	72184	02/16/2022	2,808.00
	1000-30-30600-515340-00000000-	53653	BLANKET FOR NON-BID POOL ITEMS	72184	02/16/2022	138.40
	1000-30-30600-515340-00000000-	53108	BLANKET FOR POOL CHEMICALS ON BID	PCard	02/24/2022	842.40
	Total Paid by Vendor					**3,788.80**
ANIXTER INC	1000-75-75300-515340-00000000-	5203804-00	STRAND WIRE FOR STOCK	PCard	02/24/2022	147.50
	Total Paid by Vendor					**147.50**
AQUA SERVICE INC	1000-52-52100-515370-00000000-	118639	JOHN HUNT PARK POND MANAGEMENT	PCard	02/24/2022	484.00
	Total Paid by Vendor					**484.00**
ASPLUNDH TREE EXPERT LLC	1000-52-52200-515370-00000000-	79U24521	TREE PRUNING SERVICE (BLANKET)	PCard	02/25/2022	5,191.12
	1000-52-52200-515370-00000000-	79U24421	TREE PRUNING SERVICE (BLANKET)	PCard	02/25/2022	4,140.00
	1000-52-52200-515370-00000000-	79U24321	TREE PRUNING SERVICE (BLANKET)	PCard	02/25/2022	2,242.08
	1000-52-52200-515370-00000000-	78Z90921	TREE PRUNING SERVICE (BLANKET)	PCard	02/25/2022	4,635.18
	1000-52-52200-515370-00000000-	78Z90821	TREE PRUNING SERVICE (BLANKET)	PCard	02/25/2022	747.36
	1000-52-52200-515370-00000000-	78Z90721	TREE PRUNING SERVICE (BLANKET)	PCard	02/25/2022	5,024.80
	1000-52-52200-515370-00000000-	80T93821	TREE PRUNING SERVICE (BLANKET)	PCard	02/25/2022	2,386.98
	1000-52-52200-515370-00000000-	80T93621	TREE PRUNING SERVICE (BLANKET)	PCard	02/25/2022	2,675.52
	1000-52-52200-515370-00000000-	80B26121	TREE PRUNING SERVICE (BLANKET)	PCard	02/25/2022	4,972.58
	1000-52-52200-515370-00000000-	80B26021	TREE PRUNING SERVICE (BLANKET)	PCard	02/25/2022	3,183.77
	1000-52-52200-515370-00000000-	80B25921	TREE PRUNING SERVICE (BLANKET)	PCard	02/25/2022	2,320.37
	Total Paid by Vendor					**37,519.76**
ASSETWORKS LLC	1000-17-17100-515250-00000000-	NWF-5492	SOURCEWELL #022217 ASSETWORKS AVL GS/FLEET 2021-22	72349	02/23/2022	173,988.00
	Total Paid by Vendor					**173,988.00**
ASSOCIATION OF NORTH ALABAMA CODE OFFICIALS	1000-72-00000-515790-00000000-	MEMBERSHIP DUES	ANNUAL MEMBERSHIP DUES - 2022	PCard	02/24/2022	675.00
	Total Paid by Vendor					**675.00**
AT&T	1000-17-17100-515070-00000000-	2568814708 2/2/22	FY22 BLANKET PO ATT LEEMAN FERRY ELEVATOR PHONE	72350	02/23/2022	121.12
	Total Paid by Vendor					**121.12**
AUTO-OWNERS INSURANCE COMPANY	1000-19-00000-515190-00000000-	CASE 47DV2021-901887	SETTLEMENT OF CASE 47-DV-2021-901887	72269	02/21/2022	10,500.00
	Total Paid by Vendor					**10,500.00**
AXON ENTERPRISE INC	1000-41-41100-515340-00000000-	INUS053206	SOLE SOURCE- TASER DOCK	72185	02/16/2022	1,866.32
	Total Paid by Vendor					**1,866.32**
A-Z OFFICE RESOURCE INC	1000-41-41305-515340-00000000-	5382042-0	5635 TRIANA BLVD SW - K. ANDERSON 427-7174	72024	02/14/2022	458.51
	1000-41-41100-515340-00000000-	5382935-2	T DOYLE/704 FIBER ST/256-427-7130	72175	02/16/2022	3.12
	1000-41-41100-515340-00000000-	5382935-1	T DOYLE/704 FIBER ST/256-427-7130	72175	02/16/2022	2.70
	1000-18-00000-515340-00000000-	5385385-0	308 FOUNTAIN CIR. 6TH FLR. 2564275034	72175	02/16/2022	204.79
	1000-74-74100-515340-00000000-	5375780-1	K. GOSA;308 FOUNTAIN CIR 2ND FL; 2564275115	72266	02/17/2022	6.00
	1000-74-74100-515340-00000000-	5376972-0	K. GOSA;308 FOUNTAIN CIR 2ND FL;2564275115	72266	02/17/2022	3.79

	1000-74-74100-515340-00000000-	5376972-1	K. GOSA;308 FOUNTAIN CIR 2ND FL;2564275115	72266	02/17/2022	63.14
	1000-74-74100-515340-00000000-	5367852-1	K GOSA;308 FOUNTAIN CIR-2ND FL ;2564275115	72266	02/17/2022	207.99
	1000-12-12100-515340-00000000-	5376367-0	308 FOUNTAIN CIR, 3RD FLOOR, B. SONS 427-5090	72266	02/17/2022	649.03
	1000-41-41201-515340-00000000-	5374756-0	4014 N MEMORIAL PKWY NW-ZAC GOSHERT 256-427-7034	72266	02/17/2022	33.53
	1000-74-74100-515340-00000000-	5367852-0	K GOSA;308 FOUNTAIN CIR-2ND FL ;2564275115	72266	02/17/2022	99.06
	1000-13-13100-515340-00000000-	5385868-0	S HOUSTON 308 FOUNTAIN CIR/4TH FL 2564275034	72343	02/22/2022	306.72
	1000-41-41100-515340-00000000-	5382935-0	T DOYLE/704 FIBER ST/256-427-7130	PCard	02/24/2022	157.91
	1000-41-41100-515340-00000000-	5382932-0	704 FIBER STREET NW - A. DAY 427-7174	PCard	02/24/2022	100.30
	1000-41-41201-515340-00000000-	5382920-0	4014 N MEMORIAL PKWY NW - P. BOLDEN 427-7174	PCard	02/24/2022	303.53
	Total Paid by Vendor					**2,600.12**
BAGBY ELEVATOR COMPANY INC	1000-14-14300-515340-ERLYWORK-	SCHED000000275215	BLANKET PO 2022 ELEVATOR SERVICES	72351	02/22/2022	416.00
	1000-14-14300-515340-ERLYWORK-	SCED000000279333	BLANKET PO 2022 ELEVATOR SERVICES	72351	02/22/2022	416.00
	1000-14-14300-515340-ERLYWORK-	SCHED000000273690	BLANKET PO 2022 ELEVATOR SERVICES	72351	02/22/2022	416.00
	1000-14-14300-515370-00000000-	SCHED000000279522	BLANKET PO 2022 ELEVATOR SERVICES	72351	02/22/2022	416.00
	1000-14-14300-515370-00000000-	SCHED000000279518	BLANKET PO 2022 ELEVATOR SERVICES	72351	02/22/2022	416.00
	1000-14-14300-515370-00000000-	SCHED000000279519	BLANKET PO 2022 ELEVATOR SERVICES	72351	02/22/2022	208.00
	1000-14-14300-515370-00000000-	SCHED000000279520	BLANKET PO 2022 ELEVATOR SERVICES	72351	02/22/2022	208.00
	1000-14-14300-515370-00000000-	SCHED000000279521	BLANKET PO 2022 ELEVATOR SERVICES	72351	02/22/2022	208.00
	1000-14-14300-515370-00000000-	SCHED000000279523	BLANKET PO 2022 ELEVATOR SERVICES	72351	02/22/2022	208.00
	1000-14-14300-515370-00000000-	SCHED000000279517	BLANKET PO 2022 ELEVATOR SERVICES	72351	02/22/2022	624.00
	Total Paid by Vendor					**3,536.00**
BIZTECH	1000-00-00000-610103-00000000-	FY22 Q1-Q2	FY22 APPROPRIATION ORD #21-867 (BLANKET)	72270	02/21/2022	41,500.00
	Total Paid by Vendor					**41,500.00**
BLAIR AND SONS INC	1000-53-53200-515340-00000000-	88357	BLANKET PO, KEYS AND LOCKS FOR PARKING FACILITIES	PCard	02/24/2022	65.00
	Total Paid by Vendor					**65.00**
BONNIE J MACIORSKI	1000-43-00000-515370-00000000-	9309 1ST SESSION	INSTR. FOR D.D.C. 4HR 2/10/22. CLASS	72271	02/16/2022	100.00
	1000-43-00000-515370-00000000-	3906 1ST SESSION	INSTR FOR D.D.C. 4HR 2/16/22 V;SDD 3906 1ST SESSIO	PCard	02/24/2022	100.00
	Total Paid by Vendor					**200.00**
BRADLEY ARANT BOULT CUMMINGS, LLP	1000-18-00000-515372-00000000-	1546113	BLANKET - OUTSIDE LEGAL SERVICES	72186	02/15/2022	9,562.50
	1000-18-00000-515372-00000000-	1546108	BLANKET - OUTSIDE LEGAL SERVICES	72186	02/15/2022	147.50
	1000-18-00000-515372-00000000-	1546111	BLANKET - OUTSIDE LEGAL SERVICES	72186	02/15/2022	305.00
	1000-18-00000-515372-00000000-	1546112	BLANKET - OUTSIDE LEGAL SERVICES	72186	02/15/2022	6,092.50
	Total Paid by Vendor					**16,107.50**
BROOKS LOCK & KEY	1000-41-41100-515340-00000000-	10159A	INTERNAL AFFAIRS REQUESTED KEY TO UNLOCK SAFE	72353	02/23/2022	400.00
	1000-14-14300-513010-00000000-	10065A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	72353	02/23/2022	10.00
	1000-14-14300-513010-00000000-	10066A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	72353	02/23/2022	10.00
	1000-14-14300-513010-00000000-	10067A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	72353	02/23/2022	135.00
	1000-14-14300-513010-00000000-	10094A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	72353	02/23/2022	16.00
	1000-14-14300-513010-00000000-	10122A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	72353	02/23/2022	10.00
	1000-14-14300-513010-00000000-	10121A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	72353	02/23/2022	10.00
	1000-14-14300-513010-00000000-	10162A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	72353	02/23/2022	20.00
	1000-14-14300-513010-00000000-	10151A	SOLE SOURCE 2022 BLANKET KEYS -LOCKSETS & REPAIRS	72353	02/23/2022	30.00
	Total Paid by Vendor					**641.00**
BRUCE GEORGE AVILLA	1000-17-17100-515250-00000000-	595	SOLE SOURCE LASERFICHE SUPPORT RENEWAL 2022-23	PCard	02/25/2022	20,510.00
	Total Paid by Vendor					**20,510.00**
BUILDING SPECIALTIES CO INC	1000-14-14300-513010-00000000-	71202893	2022 BLANKET SARGEANT LOCKSETS & KEYS	72188	02/16/2022	943.89
	Total Paid by Vendor					**943.89**
BUTLER ANIMAL HEALTH HOLDING COMPANY LLC	1000-50-00000-515161-00000000-	VR06687	ANIMAL MEDICAL DRUGS ON CONTRACT	72195	02/16/2022	28.50
	1000-50-00000-515161-00000000-	VR06687	ANIMAL MEDICAL DRUGS ON CONTRACT	72195	02/16/2022	1,408.50
	1000-50-00000-515161-00000000-	VC17221	ANIMAL MEDICAL DRUGS NOT ON CONTRACT(BLANKET)	72195	02/16/2022	309.87
	1000-50-00000-515161-00000000-	VC48108	ANIMAL MEDICAL DRUGS NOT ON CONTRACT(BLANKET)	72195	02/16/2022	152.46
	1000-50-00000-515161-00000000-	VK88772	ANIMAL MEDICAL DRUGS BLANKET PO	72195	02/16/2022	636.08
	1000-50-00000-515161-00000000-	VR58802	ANIMAL MEDICAL DRUGS ON CONTRACT	PCard	02/24/2022	15.40
	1000-50-00000-515161-00000000-	VR58802	ANIMAL MEDICAL DRUGS ON CONTRACT	PCard	02/24/2022	1,696.36
	1000-50-00000-515161-00000000-	VT01278	ANIMAL MEDICAL DRUGS ON CONTRACT	PCard	02/24/2022	290.00
	1000-50-00000-515161-00000000-	VY48931	ANIMAL MEDICAL DRUGS BLANKET PO	PCard	02/24/2022	2,102.71
	1000-50-00000-515161-00000000-	VY42277	ANIMAL MEDICAL DRUGS BLANKET PO	PCard	02/24/2022	487.22
	1000-50-00000-515161-00000000-	VW13902	ANIMAL MEDICAL DRUGS BLANKET PO	PCard	02/24/2022	1,536.00
	1000-50-00000-515161-00000000-	WA98638	ANIMAL MEDICAL DRUGS BLANKET PO	PCard	02/24/2022	1,571.83
	1000-50-00000-515161-00000000-	WA0351	ANIMAL MEDICAL DRUGS BLANKET PO	PCard	02/24/2022	393.90
	1000-50-00000-515161-00000000-	WB07960	ANIMAL MEDICAL DRUGS BLANKET PO	PCard	02/24/2022	310.38
	1000-50-00000-515161-00000000-	VV18343	ANIMAL MEDICAL DRUGS BLANKET PO	PCard	02/24/2022	416.60

	1000-50-00000-515161-00000000-	VV21140	ANIMAL MEDICAL DRUGS BLANKET PO	PCard	02/24/2022	161.34
	1000-50-00000-515161-00000000-	VW57638	ANIMAL MEDICAL DRUGS BLANKET PO	PCard	02/24/2022	994.88
	1000-50-00000-515161-00000000-	VU74668	ANIMAL MEDICAL DRUGS BLANKET PO	PCard	02/24/2022	1,505.30
	1000-50-00000-515161-00000000-	VT74159	ANIMAL MEDICAL DRUGS BLANKET PO	PCard	02/24/2022	2,061.42
	1000-50-00000-515161-00000000-	VW22703	ANIMAL MEDICAL DRUGS BLANKET PO	PCard	02/24/2022	46.00
	1000-50-00000-515161-00000000-	WD17310	ANIMAL MEDICAL DRUGS BLANKET PO	PCard	02/24/2022	1,383.19
	Total Paid by Vendor					**17,507.94**
BWI COMPANIES INC	1000-52-52100-515340-00000000-	16991974	ANNUAL PLANTINGS AND BASKETS (BLANKET)	PCard	02/24/2022	300.69
	Total Paid by Vendor					**300.69**
C & J WELDING INC	1000-52-52700-515340-00000000-	099738	TRACTOR TOOLBOX - SOUTH	72044	02/14/2022	685.90
	Total Paid by Vendor					**685.90**
C T GARVIN FEED AND SEED	1000-51-00000-515340-00000000-	905132	WHEAT STRAW FOR CEMETERY (BLANKET)	72206	02/16/2022	118.54
	Total Paid by Vendor					**118.54**
CALEA	1000-41-41305-515425-00000000-	INV37500	ANNUAL CONTINUATION FEE	72045	02/14/2022	5,530.00
	Total Paid by Vendor					**5,530.00**
CALIFORNIA STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	254586	Payroll Run 1 - Warrant 220220	72329	02/25/2022	92.30
	Total Paid by Vendor					**92.30**
CDW GOVERNMENT INC	1000-17-17400-520200-00000000-	Q810547	PUNCHOUT FOR WO#150705	72048	02/14/2022	390.58
	1000-17-17400-520300-00000000-	Q787043	PUNCHOUT CAMTASIA LIC. WO#150551	72048	02/14/2022	227.23
	1000-17-17400-520300-00000000-	Q705375	PUNCHOUT ADOBE STD WO # 150627	72189	02/14/2022	270.78
	1000-17-17400-515340-00000000-	R489898	PUNCHOUT IT-TECHNICIAN T.ROWSE	72189	02/15/2022	286.37
	1000-17-17400-520200-00000000-	R850529	PUNCHOUT FOR WO#151453	72355	02/23/2022	171.61
	1000-17-17400-520200-00000000-	S244453	PUNCHOUT FOR IT-TECHNICIAN	PCard	02/24/2022	62.84
	1000-75-75100-515340-00000000-	R656942	PUNCHOUT FOR TE-N. NENE MONITOR STAND	PCard	02/25/2022	176.25
	1000-17-17400-520300-00000000-	S387517	PUNCHOUT FOR ADOBE STD.	PCard	02/25/2022	271.89
	Total Paid by Vendor					**1,857.55**
CI TECHNOLIGIES INC	1000-17-17100-515250-00000000-	4377	IAPRO SW YEARLY RENEWAL FOR PD 2022-23	72356	02/23/2022	3,247.29
	Total Paid by Vendor					**3,247.29**
CINTAS	1000-30-30200-515310-00000000-	4108995746	BLANKET-JANITORIAL SERVICES FOR OPTIMIST R/C	72192	02/16/2022	23.23
	1000-30-30200-515310-00000000-	4106858357	BLANKET-JANITORIAL SERVICES FOR FY22 FOR SHOWERS	72191	02/16/2022	12.59
	1000-30-30200-515310-00000000-	4101509731	BLANKET-JANITORIAL SERVICES FOR FY22 FOR SHOWERS	72191	02/16/2022	12.59
	1000-30-30200-515310-00000000-	4103513342	BLANKET JANITORIAL SERVICES-LAKEWOOD CC	72191	02/16/2022	18.66
	1000-50-00000-515340-00000000-	4108527203	BLANKET LAUNDRY SERVICES	72192	02/16/2022	66.50
	1000-50-00000-515340-00000000-	4108995218	BLANKET LAUNDRY SERVICES	72192	02/16/2022	66.50
	1000-50-00000-515340-00000000-	4109217962	BLANKET LAUNDRY SERVICES	72192	02/16/2022	66.50
	Total Paid by Vendor					**266.57**
CIRCUIT COURT OF LIMESTONE COUNTY AL	1000-00-00000-210180-00000000-	254600	Payroll Run 1 - Warrant 220220	72330	02/25/2022	440.43
	Total Paid by Vendor					**440.43**
CLOUD & RYAN LLC	1000-43-00000-515043-00000000-	11133138	FOR INDIGENT DEFENSE SVCS FOR CASE# 11133138	72358	02/23/2022	378.00
	1000-43-00000-515043-00000000-	11123136	FOR INDIGENT DEFENSE SVCS FOR CASE# 11123136	72358	02/23/2022	420.00
	Total Paid by Vendor					**798.00**
COLEMAN LANDSCAPE & LAWN CARE INC	1000-52-52100-515370-00000000-	22946	LAWN MAINTENANCE (BLANKET)	72194	02/16/2022	4,158.34
	Total Paid by Vendor					**4,158.34**
COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	254593	Payroll Run 1 - Warrant 220220	72331	02/25/2022	1,640.00
	Total Paid by Vendor					**1,640.00**
COMCAST OF ALABAMA INC	1000-17-17100-515070-00000000-	8396900010553101222	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	PCard	02/24/2022	12.63
	1000-17-17100-515070-00000000-	8396900011600034222	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	PCard	02/24/2022	17.94
	1000-17-17100-515070-00000000-	8396900010178537222	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	PCard	02/24/2022	246.42
	1000-17-17100-515070-00000000-	8369900011600026222	FY22 BLANKET PO FOR COMCAST CABLE SERVICES COH	PCard	02/24/2022	17.94
	Total Paid by Vendor					**294.93**
COMMERCIAL FLOORING SERVICES	1000-17-17400-515340-00000000-	I-6465	ITS REPAIR FLOORING AT 101 CHURCH ST OFFICE ST 201	PCard	02/25/2022	1,601.24
	Total Paid by Vendor					**1,601.24**
CONVERGEONE INC	1000-17-17100-515250-00000000-	IE9087635	MA-1967 RUCKUS YEARLY SUPPORT ITS NETWORK 2022-23	72361	02/22/2022	3,663.96
	Total Paid by Vendor					**3,663.96**
COOKS PEST CONTROL	1000-14-14300-515340-ERLYWORK-	6150324B	BLANKET EARLYWORKS MUSEUMS TERMITE INSPECTIONS	72275	02/21/2022	82.75
	1000-14-14300-515340-ERLYWORK-	5984149B	BLANKET EARLYWORKS MUSEUMS TERMITE INSPECTIONS	72275	02/21/2022	65.00
	1000-14-14300-515340-ERLYWORK-	6137275B	BLANKET EARLYWORKS MUSEUMS TERMITE INSPECTIONS	72275	02/21/2022	108.00
	1000-14-14300-515340-ERLYWORK-	5978222B	BLANKET EARLYWORKS MUSEUMS TERMITE INSPECTIONS	72275	02/21/2022	297.00
	Total Paid by Vendor					**552.75**
CORVEL CORPORATION	1000-19-00000-502150-00000000-	021122-HUNT	SUPP FOR LARGE MED BILLS CLAIM #'S	72052	02/14/2022	48,532.65
	1000-19-00000-502150-00000000-	021822-HUNT	SUPPLEMENT FOR LARGE MEDICAL BILLS ON CLAIMS	72363	02/22/2022	16,467.11
	1000-19-00000-502150-00000000-	021122-HUNT-B	REPLENISH ESCROW FOR WORKERS COMP	72171	02/15/2022	47,743.82

	Total Paid by Vendor					**112,743.58**
COWIN EQUIPMENT CO INC	1000-55-55300-513050-00000000-	RSA026659 1	EQUIPMENT RENTAL FOR PWS CONSTRUCTION JOB# 22-101	72196	02/16/2022	3,325.00
	1000-55-55300-513050-00000000-	RSA023473 10	EQUIPMENT RENTAL FOR PWS MAINTENANCE	72277	02/17/2022	1,900.00
	1000-55-55300-513050-00000000-	RSA025189 5	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72277	02/18/2022	6,900.00
	1000-55-55300-513050-00000000-	RSA024925 12	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72364	02/22/2022	(600.00)
	1000-55-55300-513050-00000000-	RSA024925 12	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72364	02/22/2022	8,900.00
	1000-55-55300-513050-00000000-	RSA015398 33	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72364	02/23/2022	2,400.00
	1000-55-55300-513050-00000000-	RSA024980 7	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72364	02/23/2022	870.00
	1000-55-55300-513050-00000000-	RSA024927 7	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72364	02/23/2022	6,600.00
	1000-55-55300-513050-00000000-	RSA024325 9	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72364	02/23/2022	1,200.00
	1000-55-55300-513050-00000000-	RSA026437 1	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72364	02/23/2022	9,125.00
	1000-55-55300-513050-00000000-	RSA026437 2	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72364	02/23/2022	9,000.00
	1000-55-55300-513050-00000000-	RSA026437 3	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	72364	02/23/2022	125.00
	Total Paid by Vendor					**49,745.00**
CRASH DATA GROUP INC	1000-41-41204-515340-00000000-	INV10847	SOLE SOURCE- THI CDR UPGRADE KIT	72197	02/16/2022	3,835.00
	Total Paid by Vendor					**3,835.00**
CREATIVE PARKING CONCEPTS LLC	1000-53-53100-520500-00000000-	3687	SOLE SOURCE T2 MERCHANT ACCOUNT SETUP	72365	02/22/2022	1,050.00
	1000-53-53100-520500-00000000-	3462	SOLE SOURCE -LUKE II CABINET ASSEMBLY	72365	02/22/2022	5,344.25
	1000-53-53100-520500-00000000-	3532	SOLE SOURCE -MULTI-SPACE PARKING METER	72365	02/22/2022	10,228.75
	Total Paid by Vendor					**16,623.00**
CUSTOM TRUCKS	1000-52-52100-515370-00000000-	42328	VEHICLE COVER	72198	02/15/2022	1,429.00
	1000-52-52600-515340-00000000-	42193	TOOL BOX-EQUIPMENT #022351	72198	02/16/2022	913.00
	Total Paid by Vendor					**2,342.00**
DANIEL COLE	1000-14-14300-513010-00000000-	12915	2022 BLANKET ICE MAKER REPAIRS	72360	02/23/2022	272.04
	1000-14-14300-513010-00000000-	12914	2022 BLANKET ICE MAKER REPAIRS	72360	02/23/2022	357.48
	1000-14-14300-513010-00000000-	12920	2022 BLANKET ICE MAKER REPAIRS	72360	02/23/2022	254.63
	Total Paid by Vendor					**884.15**
DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	254595	Payroll Run 1 - Warrant 220220	72335	02/25/2022	170.61
	Total Paid by Vendor					**170.61**
DEFENSE PEST SOLUTIONS	1000-53-53200-513010-PK1020XX-	20279	PEST CONTROL GARAGE BOOTHS "M","B","O" - BLANKET	72056	02/14/2022	10.00
	1000-53-53200-513010-PK1030XX-	20279	PEST CONTROL GARAGE BOOTHS "M","B","O" - BLANKET	72056	02/14/2022	10.00
	1000-53-53200-513010-PK1040XX-	20279	PEST CONTROL GARAGE BOOTHS "M","B","O" - BLANKET	72056	02/14/2022	10.00
	1000-53-53200-513010-PK1020XX-	20790	PEST CONTROL GARAGE BOOTHS "M","B","O" - BLANKET	72056	02/14/2022	10.00
	1000-53-53200-513010-PK1030XX-	20790	PEST CONTROL GARAGE BOOTHS "M","B","O" - BLANKET	72056	02/14/2022	10.00
	1000-53-53200-513010-PK1040XX-	20790	PEST CONTROL GARAGE BOOTHS "M","B","O" - BLANKET	72056	02/14/2022	10.00
	1000-14-14310-515370-00000000-	19444	CREDIT APPLIED TO PO 20220568	72056	02/14/2022	(112.00)
	1000-14-14310-515370-00000000-	19445	CREDIT APPLIED TO PO 20220568	72056	02/14/2022	(25.00)
	1000-53-53200-513010-PK1020XX-	19443	CREDIT APPLIED TO PO 20220549	72056	02/14/2022	(10.00)
	1000-53-53200-513010-PK1030XX-	19443	CREDIT APPLIED TO PO 20220549	72056	02/14/2022	(10.00)
	1000-53-53200-513010-PK1040XX-	19443	CREDIT APPLIED TO PO 20220549	72056	02/14/2022	(10.00)
	Total Paid by Vendor					**(107.00)**
DELTA INDUSTRIAL SERVICE AND SUPPLY	1000-42-42100-515340-00000000-	81935	SENTINEL COLD PLASMA AIR SCRUBBERS	72057	02/14/2022	70.00
	1000-42-42100-515340-00000000-	81935	SENTINEL COLD PLASMA AIR SCRUBBERS	72057	02/14/2022	4,455.00
	1000-42-42100-515340-00000000-	CM18	CREDIT APPLIED TO INV. 81935	72057	02/14/2022	(2,375.00)
	Total Paid by Vendor					**2,150.00**
DIEBOLD INC	1000-14-14300-513010-00000000-	502807778	MJPSC PNEUMATIC TUBE REPAIR	72367	02/22/2022	2,210.50
	Total Paid by Vendor					**2,210.50**
DORMA USA INC	1000-14-14300-513010-00000000-	635461	EMERGENCY AQUATIC CENTER -AUTOMATIC DOOR REPAIR	72263	02/17/2022	276.75
	Total Paid by Vendor					**276.75**
DUTCH OIL COMPANY INC	1000-55-55400-514010-00000000-	INV-181893	FY22 FUEL BLANKET--MAINTENANCE	72060	02/14/2022	2,548.71
	1000-14-14100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	146.52
	1000-15-15100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	103.06
	1000-30-30100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	29.41
	1000-41-41100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	36.87
	1000-41-41100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	225.60
	1000-41-41100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	284.68
	1000-41-41100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	3,598.58
	1000-42-42100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	56.40
	1000-42-42100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	141.93
	1000-42-42100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	514.14
	1000-50-00000-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	212.63
	1000-52-52100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	85.26

1000-52-52100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	157.83
1000-52-52100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	165.15
1000-52-52100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	180.71
1000-52-52100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	212.63
1000-52-52100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	229.91
1000-52-52100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	256.33
1000-53-53200-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	48.56
1000-53-53400-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	76.09
1000-55-55100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	40.47
1000-55-55100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	42.91
1000-55-55300-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	55.04
1000-55-55400-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	373.49
1000-70-70200-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	25.36
1000-71-71100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	60.71
1000-71-71100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	90.40
1000-74-74100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	43.44
1000-75-75100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	54.24
1000-75-75100-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	64.48
1000-72-00000-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	178.37
1000-41-41100-514010-00000000-	CFN-10566	FUELING TRANS DATED 020522	72060	02/14/2022	13.65
1000-41-41100-514010-00000000-	CFN-10566	FUELING TRANS DATED 020522	72060	02/14/2022	45.83
1000-41-41100-514010-00000000-	CFN-10566	FUELING TRANS DATED 020522	72060	02/14/2022	116.50
1000-41-41100-514010-00000000-	CFN-10566	FUELING TRANS DATED 020522	72060	02/14/2022	417.16
1000-41-41100-514010-00000000-	CFN-10566	FUELING TRANS DATED 020522	72060	02/14/2022	3,136.64
1000-42-42100-514010-00000000-	CFN-10566	FUELING TRANS DATED 020522	72060	02/14/2022	20.46
1000-42-42100-514010-00000000-	CFN-10566	FUELING TRANS DATED 020522	72060	02/14/2022	787.10
1000-52-52100-514010-00000000-	CFN-10566	FUELING TRANS DATED 020522	72060	02/14/2022	26.19
1000-53-53200-514010-00000000-	CFN-10566	FUELING TRANS DATED 020522	72060	02/14/2022	66.02
1000-53-53400-514010-00000000-	CFN-10566	FUELING TRANS DATED 020522	72060	02/14/2022	17.74
1000-55-55100-514010-00000000-	CFN-10566	FUELING TRANS DATED 020522	72060	02/14/2022	48.29
1000-55-55400-514010-00000000-	CFN-10566	FUELING TRANS DATED 020522	72060	02/14/2022	70.93
1000-71-71100-514010-00000000-	CFN-10566	FUELING TRANS DATED 020522	72060	02/14/2022	39.83
1000-71-71100-514010-00000000-	CFN-10566	FUELING TRANS DATED 020522	72060	02/14/2022	74.47
1000-51-00000-514010-00000000-	CFN-10566	FUELING TRANS DATED 020522	72060	02/14/2022	58.65
1000-30-30100-514010-00000000-	CFN-10574	FUELING TRANS DATED 020622	72059	02/14/2022	30.55
1000-30-30100-514010-00000000-	CFN-10574	FUELING TRANS DATED 020622	72059	02/14/2022	55.92
1000-41-41100-514010-00000000-	CFN-10574	FUELING TRANS DATED 020622	72059	02/14/2022	115.80
1000-41-41100-514010-00000000-	CFN-10574	FUELING TRANS DATED 020622	72059	02/14/2022	243.34
1000-41-41100-514010-00000000-	CFN-10574	FUELING TRANS DATED 020622	72059	02/14/2022	2,756.60
1000-42-42100-514010-00000000-	CFN-10574	FUELING TRANS DATED 020622	72059	02/14/2022	12.28
1000-42-42100-514010-00000000-	CFN-10574	FUELING TRANS DATED 020622	72059	02/14/2022	473.13
1000-52-52100-514010-00000000-	CFN-10574	FUELING TRANS DATED 020622	72059	02/14/2022	21.28
1000-14-14100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	165.70
1000-15-15100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	53.47
1000-16-16100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	19.10
1000-30-30100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	12.01
1000-41-41100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	40.37
1000-41-41100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	312.06
1000-41-41100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	353.26
1000-41-41100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	3,049.54
1000-42-42100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	159.86
1000-42-42100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	914.26
1000-50-00000-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	70.38
1000-52-52100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	13.65
1000-52-52100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	17.45
1000-52-52100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	26.19
1000-52-52100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	52.10
1000-52-52100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	103.80
1000-52-52100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	105.84
1000-52-52100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	121.35
1000-52-52100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	167.78
1000-52-52100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	338.59

1000-52-52100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	432.25
1000-53-53200-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	46.49
1000-53-53400-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	21.83
1000-55-55100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	43.38
1000-55-55100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	95.20
1000-55-55300-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	890.11
1000-55-55400-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	487.49
1000-70-70200-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	33.83
1000-71-71100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	81.40
1000-71-71100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	148.68
1000-74-74100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	80.75
1000-75-75100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	33.01
1000-75-75100-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	104.66
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1000-42-42100-514010-00000000-	CFN-10595	FUELING TRANS DATED 020822	72059	02/14/2022	815.30
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1000-52-52100-514010-00000000-	CFN-10595	FUELING TRANS DATED 020822	72059	02/14/2022	120.75
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1000-52-52100-514010-00000000-	CFN-10595	FUELING TRANS DATED 020822	72059	02/14/2022	184.92
1000-52-52100-514010-00000000-	CFN-10595	FUELING TRANS DATED 020822	72059	02/14/2022	363.80
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1000-53-53400-514010-00000000-	CFN-10595	FUELING TRANS DATED 020822	72059	02/14/2022	90.10
1000-55-55100-514010-00000000-	CFN-10595	FUELING TRANS DATED 020822	72059	02/14/2022	51.47
1000-55-55300-514010-00000000-	CFN-10595	FUELING TRANS DATED 020822	72059	02/14/2022	301.15
1000-55-55400-514010-00000000-	CFN-10595	FUELING TRANS DATED 020822	72059	02/14/2022	408.66
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1000-71-71100-514010-00000000-	CFN-10595	FUELING TRANS DATED 020822	72059	02/14/2022	39.97
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1000-72-00000-514010-00000000-	CFN-10595	FUELING TRANS DATED 020822	72059	02/14/2022	180.63
1000-12-12100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	36.06
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1000-30-30100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	25.57
1000-30-30100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	28.26
1000-30-30100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	29.88
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1000-41-41100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	443.81
1000-41-41100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	3,413.68
1000-42-42100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	71.85
1000-42-42100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	96.92
1000-42-42100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	790.42
1000-50-00000-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	231.19
1000-52-52100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	25.83
1000-52-52100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	25.90
1000-52-52100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	51.40

1000-52-52100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	51.75
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1000-55-55400-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	1,002.89
1000-70-70200-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	108.19
1000-71-71100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	53.55
1000-71-71100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	219.38
1000-73-73100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	30.11
1000-74-74100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	72.95
1000-75-75100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	33.65
1000-75-75100-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	67.64
1000-72-00000-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	215.06
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1000-30-30100-514010-00000000-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	30.65
1000-30-30100-514010-00000000-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	34.44
1000-41-41100-514010-00000000-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	39.87
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1000-42-42100-514010-00000000-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	11.94
1000-42-42100-514010-00000000-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	21.70
1000-42-42100-514010-00000000-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	814.17
1000-50-00000-514010-00000000-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	66.72
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1000-74-74100-514010-00000000-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	49.09
1000-74-74100-514010-00000000-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	54.51
1000-75-75100-514010-00000000-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	49.63
1000-75-75100-514010-00000000-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	176.99
1000-51-00000-514010-00000000-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	49.63
1000-72-00000-514010-00000000-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	249.77
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1000-41-41100-514010-00000000-	CFN-10659	FUELING TRANS DATED 021122	72059	02/14/2022	260.66
1000-41-41100-514010-00000000-	CFN-10659	FUELING TRANS DATED 021122	72059	02/14/2022	3,464.68
1000-42-42100-514010-00000000-	CFN-10659	FUELING TRANS DATED 021122	72059	02/14/2022	29.89
1000-42-42100-514010-00000000-	CFN-10659	FUELING TRANS DATED 021122	72059	02/14/2022	83.15
1000-42-42100-514010-00000000-	CFN-10659	FUELING TRANS DATED 021122	72059	02/14/2022	456.63
1000-50-00000-514010-00000000-	CFN-10659	FUELING TRANS DATED 021122	72059	02/14/2022	49.99
1000-52-52100-514010-00000000-	CFN-10659	FUELING TRANS DATED 021122	72059	02/14/2022	27.17
1000-52-52100-514010-00000000-	CFN-10659	FUELING TRANS DATED 021122	72059	02/14/2022	40.21
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1000-52-52100-514010-00000000-	CFN-10659	FUELING TRANS DATED 021122	72059	02/14/2022	94.01
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1000-52-52100-514010-00000000-	CFN-10659	FUELING TRANS DATED 021122	72059	02/14/2022	200.52
1000-52-52100-514010-00000000-	CFN-10659	FUELING TRANS DATED 021122	72059	02/14/2022	213.99
1000-52-52100-514010-00000000-	CFN-10659	FUELING TRANS DATED 021122	72059	02/14/2022	404.48
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1000-42-42100-514010-00000000-	CFN-10676	FUELING TRANS DATED 021222	72059	02/14/2022	4.15
1000-42-42100-514010-00000000-	CFN-10676	FUELING TRANS DATED 021222	72059	02/14/2022	507.32
1000-52-52100-514010-00000000-	CFN-10676	FUELING TRANS DATED 021222	72059	02/14/2022	19.67
1000-71-71100-514010-00000000-	CFN-10676	FUELING TRANS DATED 021222	72059	02/14/2022	32.96
1000-30-30100-514010-00000000-	CFN-10682	FUELING TRANS DATED 021322	72059	02/14/2022	30.47
1000-30-30100-514010-00000000-	CFN-10682	FUELING TRANS DATED 021322	72059	02/14/2022	36.01
1000-41-41100-514010-00000000-	CFN-10682	FUELING TRANS DATED 021322	72059	02/14/2022	7.75
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1000-41-41100-514010-00000000-	CFN-10682	FUELING TRANS DATED 021322	72059	02/14/2022	304.15
1000-41-41100-514010-00000000-	CFN-10682	FUELING TRANS DATED 021322	72059	02/14/2022	2,998.57
1000-42-42100-514010-00000000-	CFN-10682	FUELING TRANS DATED 021322	72059	02/14/2022	6.93
1000-42-42100-514010-00000000-	CFN-10682	FUELING TRANS DATED 021322	72059	02/14/2022	495.46
1000-52-52100-514010-00000000-	CFN-10682	FUELING TRANS DATED 021322	72059	02/14/2022	20.78
1000-53-53200-514010-00000000-	CFN-10682	FUELING TRANS DATED 021322	72059	02/14/2022	49.86
1000-55-55400-514010-00000000-	CFN-10682	FUELING TRANS DATED 021322	72059	02/14/2022	66.98
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1000-30-30100-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	34.60
1000-30-30100-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	35.44
1000-41-41100-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	41.91
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1000-41-41100-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	313.66
1000-41-41100-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	367.50
1000-41-41100-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	3,431.49
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1000-52-52100-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	46.98

1000-52-52100-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	84.65
1000-52-52100-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	103.80
1000-52-52100-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	135.59
1000-52-52100-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	180.51
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1000-52-52100-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	422.47
1000-53-53200-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	50.63
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1000-70-70200-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	34.04
1000-71-71100-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	73.98
1000-71-71100-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	168.93
1000-74-74100-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	51.20
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1000-53-53200-514010-00000000-	CFN-10905	FUELING TRANS DATED 021722	72279	02/21/2022	52.44
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1000-74-74100-514010-00000000-	CFN-10905	FUELING TRANS DATED 021722	72279	02/21/2022	32.23
1000-74-74100-514010-00000000-	CFN-10905	FUELING TRANS DATED 021722	72279	02/21/2022	50.80
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1000-12-12100-514010-00000000-	CFN-10895	FUELING TRANS DATED 021622	72279	02/21/2022	22.86
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1000-42-42100-514010-00000000-	CFN-10895	FUELING TRANS DATED 021622	72279	02/21/2022	128.79
1000-42-42100-514010-00000000-	CFN-10895	FUELING TRANS DATED 021622	72279	02/21/2022	992.06

1000-50-00000-514010-00000000-	CFN-10895	FUELING TRANS DATED 021622	72279	02/21/2022	84.69
1000-52-52100-514010-00000000-	CFN-10895	FUELING TRANS DATED 021622	72279	02/21/2022	13.62
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1000-52-52100-514010-00000000-	CFN-10895	FUELING TRANS DATED 021622	72279	02/21/2022	184.39
1000-53-53400-514010-00000000-	CFN-10895	FUELING TRANS DATED 021622	72279	02/21/2022	89.60
1000-55-55100-514010-00000000-	CFN-10895	FUELING TRANS DATED 021622	72279	02/21/2022	38.12
1000-55-55100-514010-00000000-	CFN-10895	FUELING TRANS DATED 021622	72279	02/21/2022	155.21
1000-55-55300-514010-00000000-	CFN-10895	FUELING TRANS DATED 021622	72279	02/21/2022	1,446.94
1000-55-55400-514010-00000000-	CFN-10895	FUELING TRANS DATED 021622	72279	02/21/2022	1,161.00
1000-70-70200-514010-00000000-	CFN-10895	FUELING TRANS DATED 021622	72279	02/21/2022	108.96
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1000-75-75100-514010-00000000-	CFN-10895	FUELING TRANS DATED 021622	72279	02/21/2022	135.01
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1000-12-12100-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	16.62
1000-14-14100-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	354.84
1000-15-15100-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	54.29
1000-17-17100-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	45.15
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1000-42-42100-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	28.81
1000-42-42100-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	157.90
1000-42-42100-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	1,089.17
1000-50-00000-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	157.06
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1000-52-52100-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	98.89
1000-52-52100-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	108.47
1000-52-52100-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	130.75
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1000-55-55300-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	1,003.18
1000-55-55400-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	235.82
1000-70-70200-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	55.68
1000-71-71100-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	24.27
1000-71-71100-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	100.00
1000-74-74100-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	94.18
1000-75-75100-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	377.64
1000-51-00000-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	149.58
1000-72-00000-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	388.91
1000-55-55400-514010-00000000-	INV-182459	FY22 FUEL BLANKET--MAINTENANCE	PCard	02/24/2022	3,853.38
1000-14-14100-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	232.44
1000-17-17100-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	32.47

1000-30-30100-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	29.50
1000-30-30100-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	31.12
1000-30-30100-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	80.10
1000-41-41100-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	21.11
1000-41-41100-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	40.05
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1000-41-41100-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	3,065.79
1000-42-42100-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	19.49
1000-42-42100-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	159.40
1000-42-42100-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	530.89
1000-50-00000-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	75.77
1000-52-52100-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	25.99
1000-52-52100-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	94.70
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1000-55-55100-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	92.81
1000-55-55400-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	327.51
1000-70-70200-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	71.72
1000-71-71100-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	58.99
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1000-72-00000-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	205.66
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1000-41-41100-514010-00000000-	CFN-10936	FUELING TRANS DATED 021922	PCard	02/24/2022	329.57
1000-41-41100-514010-00000000-	CFN-10936	FUELING TRANS DATED 021922	PCard	02/24/2022	2,947.76
1000-42-42100-514010-00000000-	CFN-10936	FUELING TRANS DATED 021922	PCard	02/24/2022	6.82
1000-42-42100-514010-00000000-	CFN-10936	FUELING TRANS DATED 021922	PCard	02/24/2022	708.79
1000-50-00000-514010-00000000-	CFN-10936	FUELING TRANS DATED 021922	PCard	02/24/2022	87.50
1000-52-52100-514010-00000000-	CFN-10936	FUELING TRANS DATED 021922	PCard	02/24/2022	20.98
1000-53-53400-514010-00000000-	CFN-10936	FUELING TRANS DATED 021922	PCard	02/24/2022	45.51
1000-71-71100-514010-00000000-	CFN-10936	FUELING TRANS DATED 021922	PCard	02/24/2022	33.26
1000-30-30100-514010-00000000-	CFN-10944	FUELING TRANS DATED 022022	PCard	02/24/2022	39.24
1000-41-41100-514010-00000000-	CFN-10944	FUELING TRANS DATED 022022	PCard	02/24/2022	55.89
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1000-42-42100-514010-00000000-	CFN-10944	FUELING TRANS DATED 022022	PCard	02/24/2022	188.02
1000-53-53200-514010-00000000-	CFN-10944	FUELING TRANS DATED 022022	PCard	02/24/2022	50.14
1000-14-14100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	157.51
1000-15-15100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	115.41
1000-17-17100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	71.97
1000-30-30100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	38.16
1000-41-41100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	75.77
1000-41-41100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	172.80
1000-41-41100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	248.56
1000-41-41100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	3,189.41
1000-42-42100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	24.53
1000-42-42100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	169.80
1000-42-42100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	891.32
1000-50-00000-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	189.41
1000-52-52100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	26.16

	1000-52-52100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	55.88
	1000-52-52100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	78.05
	1000-52-52100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	90.49
	1000-52-52100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	120.83
	1000-52-52100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	163.64
	1000-52-52100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	167.87
	1000-52-52100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	187.48
	1000-52-52100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	234.25
	1000-53-53200-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	53.14
	1000-53-53400-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	82.85
	1000-55-55100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	93.49
	1000-55-55300-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	708.31
	1000-55-55400-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	202.35
	1000-70-70200-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	29.16
	1000-71-71100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	52.87
	1000-71-71100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	295.70
	1000-73-73100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	46.60
	1000-75-75100-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	70.05
	1000-72-00000-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	192.39
	1000-00-00000-610039-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	54.52
	1000-12-12100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	25.36
	1000-14-14100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	227.51
	1000-15-15100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	93.87
	1000-30-30100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	27.26
	1000-30-30100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	39.81
	1000-41-41100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	109.32
	1000-41-41100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	311.33
	1000-41-41100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	361.77
	1000-41-41100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	3,797.43
	1000-42-42100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	38.68
	1000-42-42100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	146.69
	1000-42-42100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	333.27
	1000-50-00000-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	79.05
	1000-52-52100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	28.09
	1000-52-52100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	56.16
	1000-52-52100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	63.79
	1000-52-52100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	74.42
	1000-52-52100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	145.43
	1000-52-52100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	231.72
	1000-53-53100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	50.43
	1000-53-53200-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	68.72
	1000-53-53400-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	74.43
	1000-55-55100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	81.52
	1000-55-55100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	89.44
	1000-55-55300-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	430.97
	1000-55-55400-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	1,056.86
	1000-70-70200-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	30.00
	1000-71-71100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	33.80
	1000-71-71100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	242.89
	1000-74-74100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	67.90
	1000-75-75100-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	130.87
	1000-72-00000-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	306.71
	Total Paid by Vendor					**151,050.84**
DYNAMIC SECURITY INC	1000-41-41100-515370-00000000-	0000159738	MUNICIPAL SECURITY SVC BLANKET PO	72199	02/16/2022	798.00
	1000-41-41100-515370-00000000-	0000159747	MUNICIPAL SECURITY SVC BLANKET PO	72199	02/16/2022	159.60
	1000-41-41100-515370-00000000-	0000159712	MUNICIPAL SECURITY SVC BLANKET PO	72199	02/16/2022	426.70
	1000-41-41100-515370-00000000-	0000159720	MUNICIPAL SECURITY SVC BLANKET PO	72199	02/16/2022	502.00
	1000-41-41100-515370-00000000-	0000159729	MUNICIPAL SECURITY SVC BLANKET PO	72199	02/16/2022	401.60
	Total Paid by Vendor					**2,287.90**
E-IMAGEDATA	1000-41-41100-515520-00000000-00144	57298	SCANPRO 2200 FOR CID	72200	02/16/2022	6,963.00
	Total Paid by Vendor					**6,963.00**
EMPLOYEES RETIREMENT SYSTEM OF ALABAMA	1000-00-00000-210270-00000000-	RSA-1 CONTR 220206	RSA-1 CONTRIBUTIONS WARRANT 220206	72170	02/15/2022	6,631.76

	Total Paid by Vendor					**6,631.76**
ENGINEERED MAINTENANCE SERVICES	1000-14-14300-513010-00000000-	2200847	PUBLIC WORKS HOT WATER PRESSURE WASHER REPAIR	PCard	02/25/2022	302.50
	1000-14-14300-513010-00000000-	2201672	PUBLIC WORKS HOT WATER PRESSURE WASHER REPAIR	PCard	02/25/2022	1,189.47
	Total Paid by Vendor					**1,491.97**
ENNIS-FLINT INC	1000-75-75300-515340-00000000-	263782	ITEMS FOR STOCK	72202	02/16/2022	733.38
	Total Paid by Vendor					**733.38**
ESRI INC	1000-17-17100-515250-00000000-	94167886	SOLE SOURCE PLANNING ANNUAL ARCGIS RENEWAL 2022-23	72369	02/23/2022	44,786.31
	Total Paid by Vendor					**44,786.31**
FIRST IMPRESSIONS	1000-18-00000-515340-00000000-	25826	NUMBERED FILE FOLDERS	72371	02/23/2022	322.50
	Total Paid by Vendor					**322.50**
GALLS LLC	1000-41-41100-515670-00000000-	020330945	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	72375	02/22/2022	25.00
	1000-41-41100-515670-00000000-	020317871	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	72375	02/22/2022	43.75
	1000-41-41100-515670-00000000-	020253121	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	72375	02/22/2022	775.00
	1000-41-41100-515670-00000000-	020249715	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	72375	02/22/2022	55.40
	1000-41-41100-515670-00000000-	020218700	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	72375	02/22/2022	160.32
	1000-41-41100-515670-00000000-	020221244	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	72375	02/22/2022	200.32
	1000-41-41100-515670-00000000-	020174729	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	72375	02/22/2022	45.26
	1000-41-41100-515670-00000000-	020174730	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	72375	02/22/2022	45.26
	1000-41-41100-515670-00000000-	020239120	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	72375	02/22/2022	45.26
	1000-41-41100-515670-00000000-	020154218	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	72375	02/22/2022	214.76
	1000-41-41100-515670-00000000-	020174731	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	72375	02/22/2022	45.26
	1000-41-41100-515670-00000000-	020138667	POLICE DEPT NEW HIRE/PROMOTION BLANKET PO	72375	02/22/2022	752.28
	Total Paid by Vendor					**2,407.87**
GERALD L VINES	1000-43-00000-515370-00000000-	3900 1ST SESSION	INST D.D.C. 4 HR CLASS FEB 8 NO 3900 1ST SESSION	72161	02/14/2022	100.00
	1000-43-00000-515370-00000000-	3904 1ST SESSION	INSTR FOR D.D.C. 8HR CLASS 2/22/22 3904 1STSESSION	PCard	02/24/2022	100.00
	1000-43-00000-515370-00000000-	3902 1ST SESSION	INSTR FOR D.D.C. 4HR CLASS 2/15/22 3902 1ST SESSIO	PCard	02/24/2022	100.00
	Total Paid by Vendor					**300.00**
GOODYEAR SERVICE STORES	1000-00-00000-140101-00000000-	253583	TIRES	72207	02/16/2022	535.12
	1000-15-15100-513030-00000000-	253453	COM TX 021822/253453	72377	02/22/2022	688.92
	Total Paid by Vendor					**1,224.04**
GRANICUS LLC	1000-17-17100-515250-00000000-	146424	LEGISTAR FOR CC 2021-22 RES #S 20-669 AND 20-987	72378	02/22/2022	30,508.37
	Total Paid by Vendor					**30,508.37**
GRAYBAR ELECTRIC COMPANY	1000-14-14300-513010-00000000-	9325138844	FIRE STN. 12- ELECCTRICAL REPAIR	72281	02/17/2022	216.75
	1000-75-75300-515340-00000000-	9325335950	WIRE FOR PROJECT & STOCK	72379	02/22/2022	1,838.58
	Total Paid by Vendor					**2,055.33**
HB NEXT CORPORATION	1000-52-52100-515370-00000000-	377593	TRAINING CLASS LM (BLANKET)	72212	02/16/2022	9,932.05
	Total Paid by Vendor					**9,932.05**
HILL LAWNMOWER & CHAINSAW CO	1000-52-52200-515340-00000000-	149891	POLE SAW - FOR/HORT	72282	02/17/2022	689.00
	1000-52-52600-515340-00000000-	149874	VARIOUS SUPPLIES (BLANKET)	72282	02/17/2022	272.22
	Total Paid by Vendor					**961.22**
HOLSTON GASES INC	1000-42-42100-515340-00000000-	282886	BLANKET PURCHASE ORDER	72080	02/14/2022	54.96
	1000-42-42100-515340-00000000-	266717	BLANKET PURCHASE ORDER	72080	02/14/2022	68.70
	1000-42-42100-515340-00000000-	292501	BLANKET PURCHASE ORDER	72080	02/14/2022	75.57
	Total Paid by Vendor					**199.23**
HOME DEPOT USA INC	1000-42-42200-515310-00000000-	656292307	JANITORIAL SUPPLIES-EAST DISTRICT	72214	02/16/2022	6.92
	1000-42-42200-515310-00000000-	656292315	JANITORIAL SUPPLIES-NORTH DISTRICT	72214	02/16/2022	13.84
	1000-42-42200-515310-00000000-	656581196	JANITORIAL SUPPLIES-SOUTH DISTRICT	72214	02/16/2022	13.84
	1000-42-42200-515310-00000000-	656856333	PAPER TOWELS AND TOILET TISSUE-SUPPRESSION	72214	02/16/2022	1,866.40
	1000-42-42200-515310-00000000-	667346001	MONTHLY JANITORIAL SUPPLIES	72284	02/21/2022	517.68
	1000-42-42100-515340-00000000-	667078729	MONTHLY JANITORIAL SUPPLIES	72382	02/22/2022	464.31
	1000-50-00000-515340-00000000-	669724023	TRASH CANS	72382	02/23/2022	17.56
	1000-51-00000-515340-00000000-	664457223	MAPLE HILL,203 MAPLE HILL DR.HSV,AL35801	PCard	02/25/2022	59.00
	1000-51-00000-515340-00000000-	664457231	MAPLE HILL,203 MAPLE HILL DR.HSV,AL35801	PCard	02/25/2022	222.45
	Total Paid by Vendor					**3,182.00**
HON GROUP	1000-17-17100-515340-00000000-	1583843	HON CHAIRS BODA HIGH BACK WORK CHAIR LINDA GRP	72285	02/17/2022	1,660.05
	Total Paid by Vendor					**1,660.05**
HUNTSVILLE CITY SCHOOLS	1000-00-00000-425130-00000000-	FEB 2022 APP	FEB APPROPR PER BUD,LESS HPD COS,LESS LEASE2800POP	72215	02/15/2022	(125,000.00)
	1000-14-14100-515700-00000000-	FEB 2022 APP	FEB APPROPR PER BUD,LESS HPD COS,LESS LEASE2800POP	72215	02/15/2022	(5,049.75)
	Total Paid by Vendor					**(130,049.75)**
HUNTSVILLE FENCE COMPANY	1000-14-14300-513010-00000000-	23816	2022 BLANKET FENCE MATERIALS & REPAIRS	72082	02/14/2022	213.70
	Total Paid by Vendor					**213.70**
HUNTSVILLE UTILITIES	1000-14-14100-515700-00000000-	21.	2022 BLANKET - HSV UTILITIES CUST#1101005008	72084	02/14/2022	2,906.28

	1000-14-14100-515700-00000000-	311010010000-021022	2022 BLANKET - HSV UTILITIES CUST#1101005008	72084	02/14/2022	402,829.99
	1000-70-70200-515700-00000000-	211010086635 02/2022	UTILITY SERVICE FOR 620 PEARL AVE (BLANKET PO)	72384	02/23/2022	308.01
	Total Paid by Vendor					**406,044.28**
HYDRA SERVICE INC	1000-55-55300-513050-00000000-	154595	PUMP RENTAL FOR PWS CONSTRUCTION	72219	02/16/2022	2,712.00
	1000-55-55300-513050-00000000-	153793	PUMP RENTAL FOR PWS CONSTRUCTION	72219	02/16/2022	2,712.00
	1000-55-55300-513050-00000000-	154219	PUMP RENTAL FOR PWS CONSTRUCTION (SOLE SOURCE)	72219	02/16/2022	3,028.00
	Total Paid by Vendor					**8,452.00**
ILENE S SHOEMAKER	1000-12-12200-515370-00000000-	221-005	MINUTES FOR COUNCIL MEETINGS BLANKET PO	72424	02/23/2022	1,400.00
	1000-12-12200-515370-00000000-	221-006	MINUTES FOR COUNCIL MEETINGS BLANKET PO	72424	02/24/2022	1,950.00
	1000-18-00000-515372-00000000-	221-004	BLANKET - OUTSIDE LEGAL SERVICES	PCard	02/24/2022	350.00
	Total Paid by Vendor					**3,700.00**
INDUSTRIAL CONTRACTOR SUPPLY LLC	1000-55-55400-515340-00000000-	51307	FY22 PWS MAINT/CONST BID ITEMS	72220	02/16/2022	135.85
	1000-55-55400-515340-00000000-	51501	FY22 PWS MAINT/CONST BID ITEMS	72220	02/16/2022	53.88
	1000-55-55400-515340-00000000-	52219	FY22 PWS MAINT/CONST BID ITEMS	72220	02/16/2022	17.89
	1000-55-55400-515340-00000000-	52032	FY22 PWS MAINT/CONST BID ITEMS	72220	02/16/2022	65.96
	1000-55-55300-515340-00000000-	52151	FY22 PWS ALL MATERIAL (BLANKET PO)	72220	02/16/2022	418.36
	1000-55-55300-515340-00000000-	52192	FY22 PWS ALL MATERIAL (BLANKET PO)	72220	02/16/2022	679.77
	1000-55-55300-515340-00000000-	52221	FY22 PWS ALL MATERIAL (BLANKET PO)	72220	02/16/2022	56.98
	1000-52-52300-515340-00000000-	52136	SPARKLE/CENTRAL (BLANKET PO)	72220	02/16/2022	378.77
	1000-52-52700-515340-00000000-	52234	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	72220	02/16/2022	79.90
	1000-52-52600-515340-00000000-	52146	SUPPLIES FOR NORTH MAINTENANCE (BLANKET PO)	72220	02/16/2022	124.58
	1000-52-52900-515340-00000000-	52120	SUPPLIES FOR HAYS (BLANKET)	72220	02/16/2022	157.45
	1000-52-52200-515340-00000000-	51839	FORESTRY/HORTICULTURE (BLANKET PO)	72286	02/17/2022	398.15
	1000-52-52300-515340-00000000-	51846	SPARKLE/CENTRAL (BLANKET PO)	72286	02/17/2022	74.96
	1000-52-52200-515340-00000000-	51842	FORESTRY/HORTICULTURE (BLANKET PO)	72286	02/17/2022	450.08
	1000-52-52300-515340-00000000-	51843	QUICKRETE FOR SPECIAL EVENTS	72286	02/17/2022	105.00
	1000-52-52900-515340-00000000-	51865	SUPPLIES FOR HAYS (BLANKET)	72286	02/17/2022	262.59
	1000-55-55300-515340-00000000-	52055	FY22 PWS ALL MATERIAL (BLANKET PO)	72286	02/18/2022	174.41
	1000-55-55300-515340-00000000-	52079	FY22 PWS ALL MATERIAL (BLANKET PO)	72286	02/18/2022	51.34
	1000-55-55300-515340-00000000-	52050	FY22 PWS ALL MATERIAL (BLANKET PO)	72286	02/18/2022	62.94
	1000-55-55300-515340-00000000-	52059	FY22 PWS ALL MATERIAL (BLANKET PO)	72286	02/18/2022	132.62
	1000-55-55300-515340-00000000-	51996	FY22 PWS ALL MATERIAL (BLANKET PO)	72286	02/18/2022	54.19
	1000-55-55300-515340-00000000-	52056	FY22 PWS ALL MATERIAL (BLANKET PO)	72286	02/18/2022	26.13
	1000-52-52900-515340-00000000-	51701	SUPPLIES FOR HAYS (BLANKET)	72286	02/18/2022	65.93
	1000-51-00000-513010-00000000-	51917	BLANKET PO FOR NON BID ITEMS	72286	02/21/2022	94.39
	1000-55-55400-515340-00000000-	52168	FY22 PWS MAINT/CONST BID ITEMS	72386	02/22/2022	32.98
	1000-55-55300-515340-00000000-	52170	FY22 PWS ALL MATERIAL (BLANKET PO)	72386	02/23/2022	5.99
	1000-55-55400-515340-00000000-	52125	FY22 PWS MAINT/CONST BID ITEMS	72386	02/23/2022	8.70
	1000-52-52700-515340-00000000-	52159	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	PCard	02/24/2022	245.16
	1000-52-52700-515340-00000000-	52194	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	PCard	02/24/2022	94.77
	1000-52-52300-515340-00000000-	52343	SPARKLE/CENTRAL (BLANKET PO)	PCard	02/24/2022	163.50
	1000-55-55300-515340-00000000-	52277	FY22 PWS ALL MATERIAL (BLANKET PO)	PCard	02/24/2022	242.68
	1000-55-55300-515340-00000000-	52263	FY22 PWS ALL MATERIAL (BLANKET PO)	PCard	02/24/2022	260.80
	1000-55-55300-515340-00000000-	52212	FY22 PWS ALL MATERIAL (BLANKET PO)	PCard	02/25/2022	123.04
	Total Paid by Vendor					**5,299.74**
INVENTORY SUPPORT SYSTEMS	1000-15-15100-520500-00000000-	15629	TIRE RACK (FIXED TO SHOP)	72088	02/14/2022	385.00
	1000-15-15100-520500-00000000-	15423	(QUOTE) TIRE/WHEEL LIFT	72287	02/17/2022	3,000.00
	1000-15-15100-513010-00000000-	15492	COAT BALANCER WHEEL LIFT	72387	02/22/2022	785.00
	Total Paid by Vendor					**4,170.00**
JAKE MARSHALL SERVICE INC	1000-14-14300-513010-00000000-	HUNTSVILLE-440396	2022 BLANKET PO REPAIRS HONEYWELL	72090	02/14/2022	328.62
	1000-14-14300-513010-00000000-	Huntsville-440600	2022 BLANKET PO REPAIRS HONEYWELL	72090	02/14/2022	1,502.50
	Total Paid by Vendor					**1,831.12**
JAMES R HALL	1000-15-15100-513030-00000000-	52646	COM TX 021522/52646	72415	02/22/2022	35.00
	1000-15-15100-513030-00000000-	53154	COM TX 021522/53154	72415	02/22/2022	35.00
	1000-15-15100-513030-00000000-	54728	COM TX 021522/54728	72415	02/22/2022	85.00
	1000-15-15100-513030-00000000-	54789	COM TX 021522/54789	72415	02/22/2022	75.00
	1000-15-15100-513030-00000000-	55182	COM TX 021522/55182	72415	02/22/2022	35.00
	1000-15-15100-513030-00000000-	55519	COM TX 021522/55519	72415	02/22/2022	35.00
	1000-15-15100-513030-00000000-	55552	COM TX 021522/55552	72415	02/22/2022	35.00
	1000-15-15100-513030-00000000-	55553	COM TX 021522/55553	72415	02/22/2022	35.00
	1000-15-15100-513030-00000000-	55559	COM TX 021522/55559	72415	02/22/2022	35.00
	1000-15-15100-513030-00000000-	55560	COM TX 021522/55560	72415	02/22/2022	35.00

		1000-15-15100-513030-00000000-	55562	COM TX 021522/55562	72415	02/22/2022	35.00
		1000-15-15100-513030-00000000-	55573	COM TX 021522/55573	72416	02/22/2022	35.00
		1000-15-15100-513030-00000000-	55574	COM TX 021522/55574	72416	02/22/2022	35.00
		1000-15-15100-513030-00000000-	55580	COM TX 021522/55580	72416	02/22/2022	35.00
		1000-15-15100-513030-00000000-	55639	COM TX 021522/55639	72416	02/22/2022	35.00
		1000-15-15100-513030-00000000-	55690	COM TX 021522/55690	72416	02/22/2022	35.00
		1000-15-15100-513030-00000000-	52594	COM TX 021822/52594	72416	02/22/2022	35.00
		1000-15-15100-513030-00000000-	53436	COM TX 021822/53436	72416	02/22/2022	35.00
		1000-15-15100-513030-00000000-	54754	COM TX 021822/54754	72416	02/22/2022	35.00
		1000-15-15100-513030-00000000-	55611	COM TX 021822/55611	72415	02/22/2022	35.00
		1000-15-15100-513030-00000000-	55611	COM TX 021822/55611	72415	02/22/2022	108.00
		1000-15-15100-513030-00000000-	55612	COM TX 021822/55612	72415	02/22/2022	35.00
		1000-15-15100-513030-00000000-	55612	COM TX 021822/55612	72415	02/22/2022	108.00
		1000-15-15100-513030-00000000-	55631	COM TX 021822/55631	72415	02/22/2022	85.00
		1000-15-15100-513030-00000000-	55647	COM TX 021822/55647	72416	02/22/2022	35.00
		1000-15-15100-513030-00000000-	55660	COM TX 021822/55660	72416	02/22/2022	35.00
		1000-15-15100-513030-00000000-	55663	COM TX 021822/55663	72416	02/22/2022	35.00
		1000-15-15100-513030-00000000-	55677	COM TX 021822/55677	72415	02/22/2022	35.00
		1000-15-15100-513030-00000000-	55685	COM TX 021822/55685	72415	02/22/2022	35.00
		1000-15-15100-513030-00000000-	55686	COM TX 021822/55686	72415	02/22/2022	35.00
		1000-15-15100-513030-00000000-	55688	COM TX 021822/55688	72415	02/22/2022	35.00
		1000-15-15100-513030-00000000-	55691	COM TX 021822/55691	72415	02/22/2022	85.00
		1000-15-15100-513030-00000000-	56016	COM TX 021822/56016	72415	02/22/2022	35.00
		1000-15-15100-513030-00000000-	56019	COM TX 021822/56019	72415	02/22/2022	35.00
		1000-15-15100-513030-00000000-	56020	COM TX 021822/56020	72415	02/22/2022	35.00
		1000-15-15100-513030-00000000-	56026	COM TX 021822/56026	72415	02/22/2022	35.00
		1000-15-15100-513030-00000000-	56061	COM TX 021822/56061	72416	02/22/2022	35.00
		1000-41-41100-515340-00000000-	56063	TOWING/IMPOUND FEES	PCard	02/24/2022	35.00
		1000-41-41100-515340-00000000-	53424	TOWING/IMPOUND FEES	PCard	02/24/2022	35.00
		1000-41-41100-515340-00000000-	50703	TOWING/IMPOUND FEES	PCard	02/24/2022	35.00
		1000-41-41100-515340-00000000-	51226	TOWING/IMPOUND FEES	PCard	02/24/2022	35.00
		1000-41-41100-515340-00000000-	53463	TOWING/IMPOUND FEES	PCard	02/24/2022	135.00
		1000-41-41100-515340-00000000-	54195	TOWING/IMPOUND FEES	PCard	02/24/2022	295.00
		1000-41-41100-515340-00000000-	53622	TOWING/IMPOUND FEES	PCard	02/24/2022	135.00
		1000-41-41100-515340-00000000-	50815	TOWING/IMPOUND FEES	PCard	02/24/2022	35.00
		1000-41-41100-515340-00000000-	53670	TOWING/IMPOUND FEES	PCard	02/24/2022	35.00
		1000-41-41100-515340-00000000-	53676	TOWING/IMPOUND FEES	PCard	02/24/2022	35.00
		1000-41-41100-515340-00000000-	52878	TOWING/IMPOUND FEES	PCard	02/24/2022	55.00
		1000-41-41100-515340-00000000-	52469	TOWING/IMPOUND FEES	PCard	02/24/2022	35.00
		1000-41-41100-515340-00000000-	52911	TOWING/IMPOUND FEES	PCard	02/24/2022	35.00
		1000-41-41100-515340-00000000-	46500	TOWING/IMPOUND FEES	PCard	02/24/2022	35.00
		1000-41-41100-515340-00000000-	52731	TOWING/IMPOUND FEES	PCard	02/24/2022	185.00
		1000-41-41100-515340-00000000-	52380	TOWING/IMPOUND FEES	PCard	02/24/2022	225.00
		1000-41-41100-515340-00000000-	53279	TOWING/IMPOUND FEES	PCard	02/24/2022	35.00
		Total Paid by Vendor					**3,046.00**
	K2 TOWERS III LLC	1000-17-17400-513040-00000000-	3057	20-1147 K2 TOWER LEDGES TOWER LEASE FIRE 2022-23	72289	02/18/2022	6,615.00
		Total Paid by Vendor					**6,615.00**
	KELLYS TIRE SERVICE	1000-00-00000-140101-00000000-	198395	TIRES	72222	02/16/2022	4,152.20
		1000-00-00000-140101-00000000-	198474	TIRES	72222	02/16/2022	1,379.32
		1000-15-15100-513030-00000000-	198098	COM TX 021522/198098	72389	02/22/2022	88.00
		1000-15-15100-513030-00000000-	198116	COM TX 021522/198116	72388	02/22/2022	116.00
		1000-15-15100-513030-00000000-	198191	COM TX 021522/198191	72389	02/22/2022	88.00
		1000-15-15100-513030-00000000-	198192	COM TX 021522/198192	72388	02/22/2022	88.00
		1000-15-15100-513030-00000000-	198192	COM TX 021522/198192	72388	02/22/2022	168.92
		1000-15-15100-513030-00000000-	198257	COM TX 021522/198257	72388	02/22/2022	95.00
		1000-15-15100-513030-00000000-	198350	COM TX 021522/198350	72388	02/22/2022	9.00
		1000-15-15100-513030-00000000-	198350	COM TX 021522/198350	72388	02/22/2022	110.00
		1000-15-15100-513030-00000000-	198351	COM TX 021522/198351	72388	02/22/2022	95.00
		1000-15-15100-513030-00000000-	198354	COM TX 021522/198354	72389	02/22/2022	35.00
		1000-15-15100-513030-00000000-	198355	COM TX 021522/198355	72389	02/22/2022	88.00
		1000-15-15100-513030-00000000-	198402	COM TX 021522/198402	72389	02/22/2022	88.00
		1000-15-15100-513030-00000000-	198433	COM TX 021522/198433	72389	02/22/2022	35.00

	1000-15-15100-513030-00000000-	198456	COM TX 021522/198456	72389	02/22/2022	88.00
	1000-15-15100-513030-00000000-	198563	COM TX 021822/198563	72389	02/22/2022	90.00
	1000-15-15100-513030-00000000-	198602	COM TX 021822/198602	72389	02/22/2022	70.00
	1000-15-15100-513030-00000000-	198667	COM TX 021822/198667	72389	02/22/2022	88.00
	1000-15-15100-513030-00000000-	198725	COM TX 021822/198725	72388	02/22/2022	88.00
	1000-15-15100-513030-00000000-	198725	COM TX 021822/198725	72388	02/22/2022	342.00
	1000-15-15100-513030-00000000-	198727	COM TX 021822/198727	72388	02/22/2022	2.00
	1000-15-15100-513030-00000000-	198727	COM TX 021822/198727	72388	02/22/2022	75.00
	1000-15-15100-513030-00000000-	198727	COM TX 021822/198727	72388	02/22/2022	85.00
	1000-15-15100-513030-00000000-	198779	COM TX 021822/198779	72388	02/22/2022	165.00
	1000-15-15100-513030-00000000-	198780	COM TX 021822/198780	72390	02/22/2022	35.00
	1000-15-15100-513030-00000000-	198782	COM TX 021822/198782	72388	02/22/2022	56.00
	1000-15-15100-513030-00000000-	198782	COM TX 021822/198782	72388	02/22/2022	524.00
	Total Paid by Vendor					**8,343.44**
KONICA MINOLTA BUSINESS SOLUTIONS USA INC	1000-17-17100-515250-00000000-	278082161	FY22 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	72223	02/16/2022	12.00
	Total Paid by Vendor					**12.00**
L & W SUPPLY	1000-14-14300-513010-00000000-	1001665083-001	JAYCEE BLDG. -CEILING TILES WO#153860	72095	02/14/2022	603.67
	Total Paid by Vendor					**603.67**
LANDSCAPE ASSOCIATES INC	1000-52-52100-515370-00000000-	HM 13147	WEEKLY MAINTENANCE - MID CITY (BLANKET)	72224	02/15/2022	2,146.00
	Total Paid by Vendor					**2,146.00**
LANIER FORD SHAVER & PAYNE PC	1000-18-00000-515372-00000000-	151564	BLANKET - OUTSIDE LEGAL SERVICES	72098	02/14/2022	9,413.00
	1000-18-00000-515372-00000000-	151571	BLANKET - OUTSIDE LEGAL SERVICES	72098	02/14/2022	1,175.00
	1000-18-00000-515372-00000000-	151568	BLANKET - OUTSIDE LEGAL SERVICES	72098	02/14/2022	350.00
	1000-18-00000-515372-00000000-	151566	BLANKET - OUTSIDE LEGAL SERVICES	72098	02/14/2022	75.00
	1000-18-00000-515372-00000000-	151569	BLANKET - OUTSIDE LEGAL SERVICES	72098	02/14/2022	100.00
	1000-18-00000-515372-00000000-	151570	BLANKET - OUTSIDE LEGAL SERVICES	72098	02/14/2022	100.00
	1000-18-00000-515372-00000000-	151519	BLANKET - OUTSIDE LEGAL SERVICES	72098	02/14/2022	200.00
	1000-18-00000-515372-00000000-	151518	BLANKET - OUTSIDE LEGAL SERVICES	72098	02/14/2022	4,267.50
	1000-18-00000-515372-00000000-	151572	BLANKET - OUTSIDE LEGAL SERVICES	72098	02/14/2022	1,450.00
	1000-18-00000-515372-00000000-	151565	BLANKET - OUTSIDE LEGAL SERVICES	72098	02/14/2022	375.00
	Total Paid by Vendor					**17,505.50**
LEE COMPANY	1000-14-14300-513010-00000000-	10017267	2022 BLANKET - PLUMBING REPAIRS	72290	02/17/2022	2,671.50
	1000-14-14300-513010-00000000-	00150227	JOHN HUNT BASEBALL REPLACE WATERLINE	72290	02/22/2022	11,265.26
	1000-14-14300-513010-00000000-	00143960	2022 BLANKET - PLUMBING REPAIRS	72290	02/22/2022	4,624.18
	1000-14-14300-513010-00000000-	00119522	2022 BLANKET - PLUMBING REPAIRS	72391	02/24/2022	3,980.61
	Total Paid by Vendor					**22,541.55**
LINCOLN NATIONAL LIFE	1000-00-00000-210230-00000000-	860053256 1/23/2022	PPE 1/23/22 VOLUNTARY TERM LIFE INS PREMIUMS	72226	02/15/2022	20,124.48
	1000-00-00000-210230-00000000-	873001032 1/23/2022	PPE 1/23/22 VOLUNTARY AD&D INSURANCE PREMIUMS	72226	02/15/2022	1,617.13
	Total Paid by Vendor					**21,741.61**
LISA WARNER	1000-50-00000-515162-00000000-	98048	BLANKET LISP/RABIES/SPAY/NEUTER/MEDICAL	72383	02/22/2022	60.00
	1000-50-00000-515162-00000000-	98000	BLANKET LISP/RABIES/SPAY/NEUTER/MEDICAL	72383	02/22/2022	60.00
	1000-50-00000-515162-00000000-	98047	BLANKET LISP/RABIES/SPAY/NEUTER/MEDICAL	72383	02/22/2022	60.00
	1000-50-00000-515162-00000000-	98011	BLANKET LISP/RABIES/SPAY/NEUTER/MEDICAL	72383	02/22/2022	60.00
	1000-50-00000-515162-00000000-	97997	BLANKET LISP/RABIES/SPAY/NEUTER/MEDICAL	72383	02/22/2022	60.00
	1000-50-00000-515163-00000000-	97999	BLANKET LISP/RABIES/SPAY/NEUTER/MEDICAL	72383	02/22/2022	105.00
	1000-50-00000-515163-00000000-	98002	BLANKET LISP/RABIES/SPAY/NEUTER/MEDICAL	72383	02/22/2022	105.00
	Total Paid by Vendor					**510.00**
MADISON COUNTY	1000-00-00000-231502-00000000-	DECEMBER 2021	DECEMBER 2021 MONHTHLY REPORT	PCard	02/25/2022	26,481.95
	Total Paid by Vendor					**26,481.95**
MADISON COUNTY AUTO PARTS INC	1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	2.64
	1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	3.09
	1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	3.14
	1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	3.72
	1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	4.58
	1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	5.28
	1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	5.29
	1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	6.57
	1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	6.70
	1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	7.76
	1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	7.88
	1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	8.31
	1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	8.55

1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	8.76
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	9.02
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	9.24
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	9.68
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	10.16
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	10.72
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	12.64
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	14.23
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	14.24
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	14.52
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	14.56
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	14.62
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	15.21
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	15.54
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	19.08
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	21.12
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	22.46
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	22.81
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	26.32
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	26.40
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	30.37
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	30.95
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	31.75
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	33.18
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	36.41
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	38.76
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	39.14
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	39.24
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	41.73
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	44.83
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	44.87
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	49.99
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	50.88
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	52.77
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	54.56
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	55.98
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	63.48
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	64.40
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	65.66
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	67.83
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	77.43
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	91.21
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	91.83
1000-15-15100-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	93.61
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1000-15-15100-513030-00000000-	231018	NAPA TRX DATE 012822	PCard	02/24/2022	219.16
1000-15-15100-513030-00000000-	231018	NAPA TRX DATE 012822	PCard	02/24/2022	400.00
1000-15-15100-513030-00000000-	231018	NAPA TRX DATE 012822	PCard	02/24/2022	618.21
1000-15-15100-513030-00000000-	231018	NAPA TRX DATE 012822	PCard	02/24/2022	623.93
1000-15-15100-513030-00000000-	231018	NAPA TRX DATE 012822	PCard	02/24/2022	1,208.94

	1000-15-15100-513030-00000000-	231045	NAPARETURNTRAN 012822	PCard	02/24/2022	(400.00)
	1000-15-15100-513030-00000000-	231045	NAPARETURNTRAN 012822	PCard	02/24/2022	(18.00)
	1000-15-15100-513030-00000000-	231205	NAPA TRX DATE 020322	PCard	02/24/2022	4,761.44
	1000-15-15100-513030-00000000-	231249	NAPA TRX DATE 020422	PCard	02/24/2022	4,740.32
	1000-15-15100-513030-00000000-	231286	NAPA TRX DATE 020722	PCard	02/24/2022	8,684.99
	1000-15-15100-513030-00000000-	231333	NAPA TRX DATE 020822	PCard	02/24/2022	8,941.37
	Total Paid by Vendor					**91,146.32**
MADISON COUNTY CIRCUIT COURT	1000-00-00000-231401-00000000-	DECEMBER 2021	DECEMBER 2021 MONTHLY REPORT	PCard	02/25/2022	3,169.85
	Total Paid by Vendor					**3,169.85**
MADISON COUNTY COMMISSION	1000-00-00000-610031-00000000-	FEB'22 JAIL OPERATE	FEB JAIL OPER SPEC APP MONTHLY PYMT ORD 21-867	72228	02/15/2022	175,000.00
	1000-14-14100-515700-00000000-	FEB'22 JAIL OPERATE	FEB JAIL OPER SPEC APP MONTHLY PYMT ORD 21-867	72228	02/15/2022	(39,843.88)
	Total Paid by Vendor					**135,156.12**
MADISON COUNTY COMMISSION	1000-00-00000-231403-00000000-	DECEMBER 2021	DECEMBER 2021 MONTHLY REPORT	PCard	02/25/2022	1,194.00
	Total Paid by Vendor					**1,194.00**
MAGNET FORENSICS USA INC.	1000-41-41110-515340-00000000-	SIN045697	DVR EXAMINER-SOLE SOURCE	PCard	02/24/2022	3,995.00
	Total Paid by Vendor					**3,995.00**
MAPLES LAW FIRM, PC	1000-18-00000-515372-00000000-	115588	BLANKET - OUTSIDE LEGAL SERVICES	72393	02/23/2022	393.75
	Total Paid by Vendor					**393.75**
MARK B HASTINGS	1000-43-00000-515370-00000000-	3901 1ST SESSION	INSTR. FOR DDC/ADD CLASS 020922-3901 3RD SESSION	72078	02/14/2022	120.00
	1000-43-00000-515370-00000000-	3903 2ND SESSION	INSTR. FOR DDC/ADD CLASS 022122-3903 2ND SESSION	72381	02/23/2022	105.00
	1000-43-00000-515370-00000000-	3903 1ST SESSION	INSTR. FOR DDC/ADD CLASS 021622-3901 1ST SESSION	72381	02/23/2022	105.00
	Total Paid by Vendor					**330.00**
MARSH USA, INC	1000-19-00000-515220-00000000-	1778514	NOTARY BOND FOR JENNIFER DOWDY	72288	02/21/2022	50.00
	1000-19-00000-515220-00000000-	1778580	NOTARY BOND FOR AMY WILSON	72288	02/21/2022	50.00
	Total Paid by Vendor					**100.00**
MAULDIN AND JENKINS LLC	1000-13-13100-515370-00000000-	1244210	BLANKET PO AUDIT AGREEMENT RES 21-500 MONTHLY INV	PCard	02/24/2022	28,000.00
	Total Paid by Vendor					**28,000.00**
MCGRIFF TIRE CO INC	1000-00-00000-140101-00000000-	4660032105	TIRES	72229	02/16/2022	3,583.00
	1000-15-15100-513030-00000000-	4660032604	COM TX 021822/4660032604	72395	02/22/2022	175.00
	Total Paid by Vendor					**3,758.00**
MCKESSON MEDICAL SURGICAL GOVERNMENT	1000-42-42100-515340-00000000-	19005182	INSERT, EXTERIOR LONG F/ALS BAG DS	72230	02/16/2022	597.50
	Total Paid by Vendor					**597.50**
MCPHERSON COMPANIES INC	1000-00-00000-140101-00000000-	936864	OIL	72396	02/23/2022	10,827.11
	1000-00-00000-140101-00000000-	946476	OIL	72396	02/23/2022	10,260.72
	Total Paid by Vendor					**21,087.83**
MERRILL KAY HUDNALL	1000-50-00000-515340-00000000-	ALABAMA LIC. #5584	BLANKET FOR RELIEF VET	72231	02/16/2022	2,900.00
	Total Paid by Vendor					**2,900.00**
MICHELE T HATCHER CHAPTER 13 TRUSTEE	1000-00-00000-210180-00000000-	254588	Payroll Run 1 - Warrant 220220	72336	02/25/2022	8,031.00
	Total Paid by Vendor					**8,031.00**
MICHIGAN STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	254597	Payroll Run 1 - Warrant 220220	72337	02/25/2022	332.64
	Total Paid by Vendor					**332.64**
MICROGENICS CORPORATION	1000-43-00000-515340-00000000-	912313	SUPPLIES FOR DRUG LAB / NETTA SMITH 256-427-7803	72232	02/16/2022	92.40
	1000-43-00000-515340-00000000-	912308	SUPPLIES FOR DRUG LAB / NETTA SMITH 256-427-7803	72292	02/21/2022	3,050.00
	Total Paid by Vendor					**3,142.40**
MID-SOUTH WATER LLC	1000-14-14300-515370-00000000-	7104	2022 BLANKET PO CHEMICAL WATER TREATMENT FOR CHIL	72107	02/14/2022	880.25
	Total Paid by Vendor					**880.25**
MODEL ENVIRONMENT LLC	1000-52-52100-515370-00000000-	INV012	HOMELESS CAMP CLEANUP (BLANKET)	PCard	02/24/2022	600.00
	Total Paid by Vendor					**600.00**
MORARD & COMPANY INC	1000-14-14300-513010-00000000-	255233	MATERIALS PURCHASED TO REPAIR MAIN ENTRANCE DOOR I	PCard	02/18/2022	129.38
	Total Paid by Vendor					**129.38**
NAPS INC	1000-16-16100-515370-00000000-	4890	NAPS (OUTSIDE PROFESSIONAL SERVICES)-BLANKET PO	72111	02/14/2022	359.00
	1000-16-16100-515370-00000000-	4816	NAPS (OUTSIDE PROFESSIONAL SERVICES)-BLANKET PO	72398	02/21/2022	771.50
	Total Paid by Vendor					**1,130.50**
NATIONWIDE RETIREMENT SOLUTIONS	1000-00-00000-210220-00000000-	NATIONWDE CNT 220220	NATIONWIDE CONTRIBUTIONS 220220	72321	02/22/2022	96,302.51
	Total Paid by Vendor					**96,302.51**
NEXAIR LLC	1000-75-75200-515340-00000000-	0009546315	CYLINDER MAINTENANCE ***BLANKET PO***	72112	02/14/2022	64.60
	1000-75-75200-515340-00000000-	0009461863	CYLINDER MAINTENANCE ***BLANKET PO***	72112	02/14/2022	64.60
	1000-55-55400-515340-00000000-	0009564718	FY22 CYLINDER MAINTENANCE BLANKET	72400	02/21/2022	125.14
	Total Paid by Vendor					**254.34**
NORTH AMERICA FIRE EQUIPMENT CO INC	1000-42-42100-515340-00000000-	1127392	30 DEGREE ADAPTER FOT LADDER 18	72110	02/14/2022	427.50

	1000-42-42100-515050-00000000-	1125030	GLOVE SIZING FOR CADETS	72234	02/16/2022	93.00
	Total Paid by Vendor					**520.50**
NXTSTEP CRIMINAL LAW	1000-43-00000-515043-00000000-	369	FOR INDIGENT DEFENSE SERVICES FOR 11095604	72401	02/23/2022	175.00
	1000-43-00000-515043-00000000-	370	FOR INDIGENT DEFENSE SERVICES FOR 11139380	72401	02/23/2022	630.00
	1000-43-00000-515043-00000000-	371	FOR INDIGENT DEFENSE SERVICES FOR 11146470	72401	02/23/2022	371.00
	1000-43-00000-515043-00000000-	375	FOR INDIGENT DEFENSE SERVICES FOR 11157741	72401	02/23/2022	430.50
	1000-43-00000-515043-00000000-	376	FOR INDIGENT DEFENSE SERVICES FOR 11116561	72401	02/23/2022	525.00
	1000-43-00000-515043-00000000-	377	FOR INDIGENT DEFENSE SERVICES FOR 11156899	72401	02/23/2022	231.00
	1000-43-00000-515043-00000000-	368	FOR INDIGENT DEFENSE SERVICES FOR 11152643	72401	02/23/2022	441.00
	1000-43-00000-515043-00000000-	373	FOR INDIGENT DEFENSE SERVICES FOR 11124438	72401	02/23/2022	273.00
	1000-43-00000-515043-00000000-	374	FOR INDIGENT DEFENSE SERVICES FOR 11153589	72401	02/23/2022	427.00
	1000-43-00000-515043-00000000-	372	FOR INDIGENT DEFENSE SERVICES FOR 11110492	72401	02/23/2022	588.00
	1000-43-00000-515043-00000000-	378	FOR INDIGENT DEFENSE SERVICES FOR 11087863	72401	02/23/2022	420.00
	1000-43-00000-515043-00000000-	379	FOR INDIGENT DEFENSE SERVICES FOR 11123456	72401	02/23/2022	574.00
	1000-43-00000-515043-00000000-	380	FOR INDIGENT DEFENSE SERVICES FOR 11123455	72401	02/23/2022	322.00
	1000-43-00000-515043-00000000-	381	FOR INDIGENT DEFENSE SERVICESE FOR 11056235	72401	02/23/2022	154.00
	Total Paid by Vendor					**5,561.50**
NYS CHILD SUPPORT PROCESSING (SDU)	1000-00-00000-210180-00000000-	254587	Payroll Run 1 - Warrant 220220	72338	02/25/2022	11.53
	Total Paid by Vendor					**11.53**
OCCUPATIONAL HEALTH GROUP	1000-16-16100-515370-00000000-	195648	PRE-EMPLOYMENT SCREENING FOR HSV.POL.	72116	02/14/2022	4,941.00
	Total Paid by Vendor					**4,941.00**
OFFICE PRIDE OF NORTH ALABAMA INC	1000-14-14310-515370-00000000-	INV-65819	2022 BLANKET PO JANITORIAL SERVICES MONTHLY	72115	02/14/2022	145,433.91
	Total Paid by Vendor					**145,433.91**
ON LINE INFORMATION SERVICE INC	1000-18-00000-515340-00000000-	13390-020122	BLANKET - ONLINE COURT SYSTEM	72117	02/14/2022	196.00
	1000-16-16100-515370-00000000-	13402-1/1/22	OUTSIDE PROFESSIONAL SERVICES -BLANKET PO	72404	02/22/2022	140.00
	1000-16-16100-515370-00000000-	13402-2/1/22	OUTSIDE PROFESSIONAL SERVICES -BLANKET PO	72404	02/22/2022	140.00
	Total Paid by Vendor					**476.00**
P MICHAEL COLE LLC	1000-19-00000-515370-00000000-	2022-C01	BLANKET - LOBBYING SERVICES	72235	02/16/2022	13,825.00
	Total Paid by Vendor					**13,825.00**
PARKS & RECREATION YOUTH ATHLETIC LEAGUES	1000-30-30600-515520-00000000-	SUBSIDY -181 PLAYERS	BLANKET-METRO LEAGUE SUBSIDY	72359	02/23/2022	4,525.00
	Total Paid by Vendor					**4,525.00**
PCARD PAYMENTS	1000-42-42100-515790-00000000-	255167	NATIONAL EMERGENCY NUMBER ASSOCIATION COURSE	PCard	02/14/2022	550.00
	1000-14-14300-513010-00000000-	255168	MATERIALS PURCHASED TO REPLACE BROKEN HAND DRYER P	PCard	02/14/2022	849.00
	1000-41-41101-515340-00000000-	255169	SUPPLIES- IA	PCard	02/14/2022	39.98
	1000-52-52900-515520-00000000-	255170	GIFT CARDS FOR ARBOR DAY POSTER WINNERS - OGT	PCard	02/14/2022	730.00
	1000-41-41303-515790-00000000-	255171	REBECCA SULLIVAN - APCO CERTIFICATION	PCard	02/14/2022	464.00
	1000-55-55300-515340-00000000-	255172	THE HOME DEPOT #0888--- CLEVIS PIN, TRIBALL MOUNT	PCard	02/14/2022	54.45
	1000-52-52100-515340-00000000-	255173	STORAGE MOUNTS FOR SMALL EQUIPMENT - ADMIN INVENTO	PCard	02/14/2022	249.50
	1000-52-52100-515340-00000000-	255174	STORAGE HOOKS FOR SMALL EQUIPMENT - ADMIN INVENTOR	PCard	02/14/2022	118.55
	1000-42-42100-515790-00000000-	255175	CHEVRON GAS CHARGE HONOR GUARD TRAVEL	PCard	02/14/2022	91.92
	1000-52-52200-515340-00000000-	255176	SUPPLIES FOR NEW SPECIAL EVENTS GREENHOUSE/BUILDIN	PCard	02/14/2022	60.32
	1000-52-52600-515340-00000000-	255177	SAW FOR NORTH MAINTENANCE/IRRIGATION	PCard	02/14/2022	149.00
	1000-52-52600-515340-00000000-	255178	SAW FOR NORTH MAINTENANCE/IRRIGATION	PCard	02/14/2022	149.00
	1000-52-52600-515340-00000000-	255179	SAW FOR NORTH MAINTENANCE/IRRIGATION	PCard	02/14/2022	149.00
	1000-52-52600-515340-00000000-	255180	SAW FOR NORTH MAIN/IRRIGATION	PCard	02/14/2022	149.00
	1000-14-14300-513010-00000000-	255181	MATERIALS PURCHASED TO REPLACE PROJECTOR BULB PER	PCard	02/14/2022	295.00
	1000-14-14300-513010-00000000-	255182	MATERIALS PURCHASED TO REPLACE PROJECTOR BULB PER	PCard	02/14/2022	48.13
	1000-41-41100-515340-00000000-	255183	SUPPLIES- AWARDS	PCard	02/14/2022	1,996.50
	1000-42-42100-515340-00000000-	255184	AMZN Mktp US, HOSE ADAPTER 2.5" TO GARDEN HOSE	PCard	02/14/2022	55.78
	1000-53-53400-515340-00000000-	255185	AMZN Mktp US THERMAL PAPER FOR PARKING EVENTS	PCard	02/14/2022	83.43
	1000-53-53400-515340-00000000-	255186	AMZN Mktp US FOR ENFORCEMENT PRINTERS	PCard	02/14/2022	108.30
	1000-42-42100-515340-00000000-	255187	THE HOME DEPOT #0804 TOTE FOR HR5	PCard	02/14/2022	67.96
	1000-42-42100-515340-00000000-	255188	AMZN Mktp US 2023 WALL CALENDAR FOR TRAINING PLAN	PCard	02/14/2022	29.95
	1000-74-74100-515340-00000000-	255189	MONTHLY ZOOM MEMBERSHIP FEE (PLANNING DEPT)	PCard	02/14/2022	14.99
	1000-41-41305-515430-00000000-	255190	RECRUITMENT FAIR- WALLACE STATE	PCard	02/14/2022	100.00
	1000-41-41100-515790-00000000-	255191	TYLER NABORS- MIZZOULA, MT- FLIGHT	PCard	02/14/2022	962.20
	1000-41-41100-515790-00000000-	255192	ALLISON PETERSON- MIZZOULA, MT- FLIGHT	PCard	02/14/2022	962.20
	1000-14-14300-513010-00000000-	255194	MATERIALS PURCHASED TO REPLACE LOCK ON CABINET IN	PCard	02/15/2022	54.00
	1000-14-14300-513010-00000000-	255195	MATERIALS PURCHASED TO HAVE CHIAINS AND LOCKS IN V	PCard	02/15/2022	38.60

1000-14-14300-513010-00000000-	255196	MATERIALS PURCHASED FOR VAN STOCK TO BE USED ACROS	PCard	02/15/2022	123.00
1000-41-41100-515340-00000000-	255197	GPAC MEMBERSHIP 2022	PCard	02/15/2022	125.00
1000-14-14300-513010-00000000-	255199	LOCKS PURCHASED TO SECURE LADDERS ONTO TRUCK SO LA	PCard	02/16/2022	45.98
1000-14-14300-513010-00000000-	255200	MATERIALS PURCHASED REPLACE LOCK ON TALL CABINET I	PCard	02/16/2022	17.20
1000-55-55400-515340-00000000-	255201	THE HOME DEPOT #0804--- EMERGENCY PURCHASE- RAPID	PCard	02/16/2022	47.18
1000-14-14300-513010-00000000-	255202	MATERIALS PURCHASED TO FIX ELECTRICAL OUTLETS PER	PCard	02/16/2022	23.87
1000-52-52200-515340-00000000-	255203	KEYS FOR SPECIAL EVENTS/HORTICULTURE BUILDING	PCard	02/16/2022	15.72
1000-52-52200-515340-00000000-	255204	GARDEN SEED FOR ANNUAL PLANTING - HORTICULTURE	PCard	02/16/2022	200.00
1000-41-41303-515340-00000000-	255205	SUPPLIES- EVIDENCE	PCard	02/16/2022	189.00
1000-52-52600-515340-00000000-	255206	ICS DID NOT HAVE - SCOOP SHOVELS	PCard	02/16/2022	104.94
1000-10-00000-515340-00000000-	255207	AMZN Mktp US - FRAMES FOR PRESENTATION	PCard	02/16/2022	58.48
1000-10-10200-515340-00000000-	255208	REV.COM - LITHIUM BATTERY PSA	PCard	02/16/2022	2.50
1000-41-41303-515340-00000000-	255209	SUPPLIES- EVIDENCE	PCard	02/16/2022	87.59
1000-52-52300-515340-00000000-	255211	REPAIRS TO OFFICE IN SPORTS BUILDING	PCard	02/17/2022	13.87
1000-41-41250-515340-00000000-	255212	SUPPLIES- BOMB SQUAD	PCard	02/17/2022	576.38
1000-41-41110-515340-00000000-	255213	(REFUND) SUPPLIES- NAMACC	PCard	02/17/2022	(264.50)
1000-14-14300-513010-00000000-	255214	MATERIALS PURCHASED AS TRUCK STOCK TO BE USED ACRO	PCard	02/17/2022	45.88
1000-14-14300-513010-00000000-	255215	MATERIALS PURCHASED FOR MAPLE HILL CEMETERY OFFICE	PCard	02/17/2022	25.98
1000-55-55300-515340-00000000-	255216	THE HOME DEPOT #0888--- WALL PANELS FOR OFFICE SUP	PCard	02/17/2022	173.81
1000-53-53100-515310-00000000-	255219	THE HOME DEPOT #0804 SUPPLIES FOR GARAGES	PCard	02/17/2022	90.37
1000-14-14300-515610-00000000-	255220	TOOLS PURCHASED TO BE USED ACROSS CITY FOR REPAIRS	PCard	02/17/2022	33.48
1000-42-42100-515340-00000000-	255221	THE HOME DEPOT #0804 HYDRANT VALV BATTERIES FOR T	PCard	02/17/2022	13.87
1000-52-52200-515340-00000000-	255222	MAINTENANCE SUPPLIES FOR NEW SPECIAL EVENTS/HORTIC	PCard	02/17/2022	69.03
1000-55-55400-515340-00000000-	255224	HILL LAWNMOWER & CHAINSAW--- PS 60 PRUNING SAW	PCard	02/17/2022	53.99
1000-14-14300-513010-00000000-	255225	MATERIALS PURCHASED TO SERVICE ALL HVAC EQUIPMENT	PCard	02/17/2022	90.82
1000-14-14300-513010-00000000-	255227	MATERIALS PURCHASED TO REPAIR LEAK PER WORK ORDER	PCard	02/17/2022	12.98
1000-10-00000-515340-00000000-	255228	AMZN Mktp US AMAZON RETURN	PCard	02/17/2022	(39.10)
1000-10-00000-515340-00000000-	255229	AMZN Mktp US - FRAMES FOR PRESENTATION	PCard	02/17/2022	24.63
1000-41-41100-515340-00000000-	255230	BADGE REPAIR	PCard	02/17/2022	12.00
1000-41-41303-515340-00000000-	255231	SUPPLIES- EVIDENCE	PCard	02/17/2022	250.85
1000-41-41303-515340-00000000-	255232	SUPPLIES- EVIDENCE	PCard	02/17/2022	51.74
1000-41-41305-515340-00000000-	255234	SUPPLIES- FIRING RANGE	PCard	02/18/2022	27.97
1000-52-52200-515340-00000000-	255235	PLANT STAKE FLAGS - HORTICULTURE	PCard	02/18/2022	8.98
1000-55-55300-515340-00000000-	255236	THE HOME DEPOT 888-- PAINT SUPPLIES FOR JENNIFER D	PCard	02/18/2022	86.15
1000-14-14300-513010-00000000-	255237	MATERIALS PURCHASED FOR VAN STOCK TO BE USED FOR R	PCard	02/18/2022	54.98
1000-14-14300-513010-00000000-	255238	SAFETY GLASSES PURCHASED FOR USE ACROSS CITY FOR R	PCard	02/18/2022	35.00
1000-52-52100-515340-00000000-	255239	SUPPLIES FOR SPECIAL EVENTS PIN CEREMONY	PCard	02/18/2022	24.52
1000-14-14300-513010-00000000-	255240	MATERIALS PURCHASED CHECK AND REPAIR POWER TO PUMP	PCard	02/18/2022	64.97
1000-14-14300-513010-00000000-	255241	MATERIALS PURCHASED FOR SMALL BUCKET TRUCK TO BE U	PCard	02/18/2022	158.97
1000-52-52900-515010-00000000-	255242	FB AD - DITTO LANDING TREE PLANTING	PCard	02/18/2022	100.00
1000-52-52700-515340-00000000-	255243	CARGO BAR FOR SOUTH MAIN TRUCK BED	PCard	02/18/2022	51.96
1000-42-42100-515340-00000000-	255244	THE HOME DEPOT #0804 SAWZALL BLADES FOR HM15	PCard	02/18/2022	55.94
1000-14-14300-515610-00000000-	255245	TOOLS PURCHASED TO BE USED ACROSS CITY FOR REPAIRS	PCard	02/18/2022	54.98
1000-14-14300-513010-00000000-	255246	MATERIALS PURCHASED TO INSTALL DEAD BOLT PER WO 15	PCard	02/18/2022	18.97
1000-41-41303-515340-00000000-	255247	SUPPLIES-EVIDENCE	PCard	02/18/2022	1,441.74
1000-41-41305-515340-00000000-	255248	SUPPLIES- FIRING RANGE	PCard	02/21/2022	65.22
1000-41-41110-515340-00000000-	255249	SUPPLIES- NAMACC	PCard	02/21/2022	39.99
1000-41-41110-515340-00000000-	255250	SUPPLIES- NAMACC	PCard	02/21/2022	264.50
1000-41-41100-515340-00000000-	255251	IACP MEMBERSHIP RENEWAL- RIZZARDI	PCard	02/21/2022	190.00
1000-41-41204-515340-00000000-	255252	SUPPLIES- CRIME SCENE	PCard	02/21/2022	441.86
1000-14-14300-513010-00000000-	255253	MATERIALS PURCHASED TO COVER EXCAVATION PER WO 154	PCard	02/21/2022	7.98
1000-41-41305-515340-00000000-	255254	SUPPLIES- ACADEMY	PCard	02/21/2022	57.95
1000-55-55400-515340-00000000-	255255	CAB STORE HUNTSVILLE AL--- MUCK BOOTS FOR CHRIS M	PCard	02/21/2022	99.97
1000-53-53400-515340-00000000-	255256	AMZN MKTP US PRINTER PAPER FOR PARKING EVENTS	PCard	02/21/2022	65.97
1000-55-55400-515340-00000000-	255259	THE HOME DEPOT 804--- BOTTLED WATER	PCard	02/21/2022	322.56
1000-53-53400-515340-00000000-	255260	AMZN MKTP US BATTERY FOR PHONE,COATS FOR PARKING	PCard	02/21/2022	100.59
1000-10-10200-515340-00000000-	255261	REV.COM - REV INSIDE HSV ANTHONY DANIELS	PCard	02/21/2022	20.00
Total Paid by Vendor					**14,759.02**

PERFORMANCE TIRE & SERVICE CENTER LLC	1000-00-00000-140101-00000000-	94704	TIRES	72238	02/16/2022	664.18
	1000-00-00000-140101-00000000-	94709	TIRES	72238	02/16/2022	2,728.40
	1000-15-15100-513030-00000000-	94804	COM TX 021822/94804	72406	02/22/2022	497.20
	1000-15-15100-513030-00000000-	94838	COM TX 021822/94838	72406	02/22/2022	370.28
	1000-00-00000-140101-00000000-	94827	TIRES	72406	02/23/2022	601.76
	Total Paid by Vendor					**4,861.82**
PIONEER CREDIT RECOVERY INC	1000-00-00000-210180-00000000-	254599	Payroll Run 1 - Warrant 220220	72339	02/25/2022	186.38
	Total Paid by Vendor					**186.38**
PLAYCORE GROUP INC AND SUBSIDIARIES	1000-30-30600-515340-00000000-	8762018	EQUIPMENT FOR GROUP EXERCISE FITNESS CENTER-JLC	72408	02/22/2022	64.72
	1000-30-30600-515340-00000000-	8756579	EQUIPMENT FOR GROUP EXERCISE FITNESS CENTER-JLC	PCard	02/25/2022	652.79
	Total Paid by Vendor					**717.51**
PORTER ROOFING CONTRACTORS INC	1000-14-14300-513010-00000000-	13205	2022 BLANKET PO - ROOF REPAIRS	72122	02/14/2022	48.75
	1000-14-14300-513010-00000000-	13165	2022 BLANKET PO - ROOF REPAIRS	72298	02/17/2022	326.64
	1000-14-14300-513010-00000000-	13206	2022 BLANKET PO - ROOF REPAIRS	72407	02/22/2022	421.39
	1000-14-14300-513010-00000000-	13251	2022 BLANKET PO - ROOF REPAIRS	PCard	02/25/2022	102.82
	Total Paid by Vendor					**899.60**
PRECISION DELTA GROUP	1000-41-41305-515340-00000000-	22563	AMMUNITION FOR SUPPLY	72239	02/16/2022	1,301.00
	Total Paid by Vendor					**1,301.00**
PRO ELECTRIC INC	1000-14-14300-513010-00000000-	W43147	2022 BLANKET PO FOR ELECTRICAL	72124	02/14/2022	390.00
	1000-14-14300-513010-00000000-	W81453	2022 BLANKET - SCOREBOARD REPAIRS & MAINTENANCE	72124	02/14/2022	182.50
	1000-43-00000-520500-00000000-	W43120	FENCE FOR GATE AT MJPSC	72240	02/16/2022	2,683.27
	1000-14-14300-513010-00000000-	W91124	2022 BLANKET PO - STREET LIGHT REPAIRS	72409	02/22/2022	233.99
	1000-14-14300-513010-00000000-	W43149	2022 BLANKET PO - STREET LIGHT REPAIRS	72409	02/22/2022	687.49
	Total Paid by Vendor					**4,177.25**
PRO-AIR SERVICES INC	1000-14-14300-513010-00000000-	98873	2022 BLANKET PO HVAC REPAIRS	72410	02/22/2022	404.00
	1000-14-14300-513010-00000000-	99210	2022 BLANKET PO HVAC REPAIRS	72410	02/23/2022	2,332.89
	1000-14-14300-513010-00000000-	99211	2022 BLANKET PO HVAC REPAIRS	72410	02/23/2022	1,689.28
	1000-14-14300-513010-00000000-	99212	2022 BLANKET PO HVAC REPAIRS	72410	02/23/2022	380.00
	1000-14-14300-513010-00000000-	99213	2022 BLANKET PO HVAC REPAIRS	72410	02/23/2022	519.37
	1000-14-14300-513010-00000000-	99215	2022 BLANKET PO HVAC REPAIRS	72410	02/23/2022	2,691.64
	1000-14-14300-513010-00000000-	99188	2022 BLANKET PO HVAC REPAIRS	PCard	02/24/2022	1,059.44
	1000-14-14300-513010-00000000-	99178	2022 BLANKET PO HVAC REPAIRS	PCard	02/24/2022	1,177.18
	1000-14-14300-513010-00000000-	99177	2022 BLANKET PO HVAC REPAIRS	PCard	02/24/2022	4,366.93
	1000-14-14300-513010-00000000-	99176	2022 BLANKET PO HVAC REPAIRS	PCard	02/24/2022	1,304.30
	1000-14-14300-513010-00000000-	99173	2022 BLANKET PO HVAC REPAIRS	PCard	02/24/2022	230.42
	1000-14-14300-513010-00000000-	99179	2022 BLANKET PO HVAC REPAIRS	PCard	02/24/2022	204.00
	1000-14-14300-513010-00000000-	99175	2022 BLANKET PO HVAC REPAIRS	PCard	02/24/2022	216.00
	1000-14-14300-513010-00000000-	99174	2022 BLANKET PO HVAC REPAIRS	PCard	02/24/2022	216.00
	1000-14-14300-513010-00000000-	99189	2022 BLANKET PO HVAC REPAIRS	PCard	02/25/2022	2,014.17
	Total Paid by Vendor					**18,805.62**
PROFESSIONAL SALES GROUP OF NORTH ALABAMA	1000-52-52200-515340-00000000-	17704	PICK UP REACH TOOL - SPECIAL EVENTS	PCard	02/24/2022	300.00
	Total Paid by Vendor					**300.00**
PROVETLOGIC LLC	1000-50-00000-515161-00000000-	626013	ANIMAL MEDICAL CLEANING EQUIPMENT	PCard	02/25/2022	778.24
	Total Paid by Vendor					**778.24**
PSYCHOLOGICAL RESOURCES	1000-16-16100-515370-00000000-	2202089	PSYCHOLOGICAL EVALUATION FOR HPD	72126	02/14/2022	2,310.00
	Total Paid by Vendor					**2,310.00**
RED RIVER SPECIALTIES INC	1000-52-52600-513010-00000000-	770739	CHEMICALS FOR PARKS & ROADS - NORT MAINT	72411	02/22/2022	4,980.00
	Total Paid by Vendor					**4,980.00**
REFUND PAYMENTS	1000-00-00000-220450-00000000-	RECEIPT #57855	PARTIAL REFUND OF PERFORMANCE BOND	72306	02/17/2022	70,739.50
	1000-00-00000-220450-00000000-	RECEIPT #69783	REFUND PERFORMANCE BOND FOR PLANTATION PARK	72307	02/17/2022	140,646.00
	1000-00-00000-220450-00000000-	RECEIPT # 47969	REFUND BALANCE OF PERFORMANCE BOND	72308	02/17/2022	115,851.50
	1000-00-00000-220450-00000000-	RECEIPT #51851	REFUND OF PERFORMANCE BOND SEGERS PHASE 2	72309	02/17/2022	187,273.00
	1000-12-00000-410100-00000000-	REFUND CASE 005	TP PURCHASED BUS LIC BASED ON RENAWALS	72301	02/21/2022	2,428.55
	1000-00-00000-130205-00000000-	#51340 REFUND	#51340 REFUND FOR OVERPAYMENT OF USE TAX	72305	02/21/2022	741.53
	1000-00-00000-130205-00000000-	REFUND #31277	#31277 REFUND FOR OVERPAYMENT OF TOBACCO TAX	72302	02/21/2022	21.90
	1000-00-00000-130205-00000000-	#31277 REFUND	#31277 REFUND FOR OVERPAYMENT OF TOBACCO TAX	72303	02/21/2022	17.80
	1000-00-00000-130205-00000000-	#57833 REFUND	#57833 REFUND FOR OVERPAYMENT OF SALES TAX	72304	02/21/2022	623.20
	1000-72-00000-410220-00000000-	PERMIT #585798	DUPLICATE PERMIT - REFUND PERMIT #585798	72310	02/22/2022	27.00
	1000-12-00000-410100-00000000-	8956-2021 BUS LIC RF	REFUND FOR OVERPAYMENT OF 2021 BUS LIC # 329876	72413	02/23/2022	276.90
	1000-00-00000-130205-00000000-	#16198 REFUND	#16198 REFUND FOR OVERPAYMENT OF SALES TAX(PENALTY	PCard	02/24/2022	1,644.88
	1000-00-00000-130205-00000000-	#64463 REFUND	#64463 REFUND FOR OVERPAYMENT OF SALES TAX	PCard	02/24/2022	1,513.32

	1000-12-00000-410100-00000000-	REFUND OF TAXES	PETITION OF REFUND OF TAXES OF OVERPAYING BUS LIC.	PCard	02/24/2022	100.00
	Total Paid by Vendor					**521,905.08**
REGIONS BANK	1000-00-00000-210250-00000000-	02/20 FSA MED/DEP	220220 FSA MED/DEP CARE BI-WKLY PR WIRE	72325	02/24/2022	2,615.41
	1000-00-00000-210260-00000000-	02/20 FSA MED/DEP	220220 FSA MED/DEP CARE BI-WKLY PR WIRE	72325	02/24/2022	21,858.06
	Total Paid by Vendor					**24,473.47**
REPUBLIC SERVICES INC	1000-55-55300-515730-00000000-	0979-000952314	BLANKET FOR CITY DUMPSTERS	72129	02/14/2022	561.04
	1000-55-55400-515730-00000000-	0979-000952314	BLANKET FOR CITY DUMPSTERS	72129	02/14/2022	176.66
	1000-14-14310-515370-00000000-	0979-000952291	2022 BLANKET REFUSE SERVICES	72311	02/17/2022	1,490.00
	1000-53-53200-513010-PK1060XX-	0979-000930142	REFUSE CONTAINER SERV. THRU 9/30/2021 (BLANKET PO	72414	02/22/2022	41.57
	1000-53-53200-513010-PK1055XX-	0979-000930142	REFUSE CONTAINER SERV. THRU 9/30/2021 (BLANKET PO	72414	02/22/2022	58.89
	1000-41-41100-515340-00000000-	0979-000935639	FINAL PMT FOR TENT CITY DUMP SERVICES	72414	02/24/2022	54.49
	Total Paid by Vendor					**2,382.65**
RETIREMENT SYSTEMS OF ALABAMA	1000-00-00000-210160-00000000-	RSA EE/ER CST 220206	RSA EMPLOYEE AND EMPLOYERS COSTS 220206	72169	02/15/2022	1,021,196.92
	Total Paid by Vendor					**1,021,196.92**
ROBIN C WOLFE	1000-43-00000-515043-00000000-	7056	FOR INDIGENT DEFENSE SERVICES FOR 11116709	72312	02/21/2022	476.00
	1000-43-00000-515043-00000000-	7059	FOR INDIGENT DEFENSE SERVICES FOR 11096041	72312	02/21/2022	308.00
	1000-43-00000-515043-00000000-	7061	FOR INDIGENT DEFENSE SERVICES FOR 11101575	72312	02/21/2022	175.00
	1000-43-00000-515043-00000000-	7075	FOR INDIGENT DEFENSE SERVICES FOR 11081914	72312	02/21/2022	245.00
	1000-43-00000-515043-00000000-	7064	FOR INDIGENT SERVICES FOR 11081914	72312	02/21/2022	217.00
	1000-43-00000-515043-00000000-	7057	FOR INDIGENT DEFENSE SERVICES FOR 11108255	72312	02/21/2022	700.00
	1000-43-00000-515043-00000000-	7058	FOR INDIGENT DEFENSE SERVICES FOR 11109933	72312	02/21/2022	357.00
	1000-43-00000-515043-00000000-	7060	FOR INDIGENT DEFENSE SERVICES FOR 11098927	72312	02/21/2022	154.00
	Total Paid by Vendor					**2,632.00**
RODS CUSTOM BODY SHOP INC	1000-15-15100-513030-00000000-	4383	COM TX 021422/4383	72245	02/15/2022	7.50
	1000-15-15100-513030-00000000-	4383	COM TX 021422/4383	72245	02/15/2022	45.00
	1000-15-15100-513030-00000000-	4383	COM TX 021422/4383	72245	02/15/2022	422.50
	Total Paid by Vendor					**475.00**
RYAN THOMAS HUGHES	1000-41-41303-515340-00000000-	500	WINDOW TINT VEH # 021580	72025	02/14/2022	600.00
	Total Paid by Vendor					**600.00**
SAFEWARE INC	1000-42-42100-515340-00000000-	3948656	HEAVY RESCUE BOOTS	72419	02/21/2022	864.50
	1000-42-42100-515340-00000000-	3948475	HEAD LIGHT FOR TRAINING	72420	02/21/2022	162.40
	Total Paid by Vendor					**1,026.90**
SCOTT LIGHTING SUPPLY CO	1000-14-14300-513010-00000000-	120857	2022 BLANKET PO -ELECTRICAL ITEMS	72421	02/21/2022	29.20
	1000-14-14300-513010-00000000-	120849	2022 BLANKET PO -ELECTRICAL ITEMS	72421	02/23/2022	110.04
	1000-14-14300-513010-00000000-	120873	2022 BLANKET PO -ELECTRICAL ITEMS	PCard	02/24/2022	63.60
	1000-14-14300-513010-00000000-	120882	2022 BLANKET PO -ELECTRICAL ITEMS	PCard	02/24/2022	40.15
	1000-14-14300-513010-00000000-	120872	2022 BLANKET PO -ELECTRICAL ITEMS	PCard	02/24/2022	16.80
	1000-14-14300-513010-00000000-	120903	2022 BLANKET PO -ELECTRICAL ITEMS	PCard	02/24/2022	54.60
	1000-14-14300-513010-00000000-	120904	2022 BLANKET PO -ELECTRICAL ITEMS	PCard	02/24/2022	49.76
	1000-14-14300-513010-00000000-	120891	2022 BLANKET PO -ELECTRICAL ITEMS	PCard	02/24/2022	160.75
	Total Paid by Vendor					**524.90**
SERVICEWEAR APPAREL	1000-15-15100-515670-00000000-	0044227496	UNIFORMS-FLEET SERVICES (BLANKET)	72135	02/14/2022	144.60
	1000-70-70200-515670-00000000-	0044214417	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	72135	02/15/2022	187.20
	1000-70-70200-515670-00000000-	0044241963	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	72248	02/15/2022	176.40
	1000-72-00000-515670-00000000-	0044214438	UNIFORMS-INSPECTION DEPT (BLANKET)	72248	02/15/2022	182.97
	1000-72-00000-515670-00000000-	0044214433	UNIFORMS-INSPECTION DEPT (BLANKET)	72248	02/15/2022	122.61
	1000-72-00000-515670-00000000-	0044201280	UNIFORMS-INSPECTION DEPT (BLANKET)	72248	02/15/2022	162.19
	1000-72-00000-515670-00000000-	0044214437	UNIFORMS-INSPECTION DEPT (BLANKET)	72248	02/15/2022	160.58
	1000-72-00000-515670-00000000-	0044214435	UNIFORMS-INSPECTION DEPT (BLANKET)	72248	02/15/2022	187.62
	1000-72-00000-515670-00000000-	0044214436	UNIFORMS-INSPECTION DEPT (BLANKET)	72248	02/15/2022	192.17
	1000-72-00000-515670-00000000-	0044214439	UNIFORMS-INSPECTION DEPT (BLANKET)	72248	02/15/2022	134.44
	1000-72-00000-515670-00000000-	0044214434	UNIFORMS-INSPECTION DEPT (BLANKET)	72248	02/15/2022	177.81
	1000-53-53300-515670-00000000-	0044149441	UNIFORMS - PARKING (BLANKET)	72248	02/15/2022	96.80
	1000-53-53300-515670-00000000-	0044188985	UNIFORMS - PARKING (BLANKET)	72248	02/15/2022	80.70
	1000-53-53300-515670-00000000-	0044201276	UNIFORMS - PARKING (BLANKET)	72248	02/15/2022	129.20
	1000-53-53300-515670-00000000-	0044201273	UNIFORMS - PARKING (BLANKET)	72248	02/15/2022	79.72
	1000-53-53300-515670-00000000-	0044201272	UNIFORMS - PARKING (BLANKET)	72248	02/15/2022	93.36
	1000-53-53300-515670-00000000-	0044201271	UNIFORMS - PARKING (BLANKET)	72248	02/15/2022	82.30
	1000-53-53300-515670-00000000-	0044214416	UNIFORMS - PARKING (BLANKET)	72248	02/15/2022	101.97
	1000-14-14300-515670-00000000-	0044214427	UNIFORMS-GENERAL SERVICES (BLANKET)	72248	02/15/2022	77.08
	1000-14-14300-515670-00000000-	0044201278	UNIFORMS-GENERAL SERVICES (BLANKET)	72248	02/15/2022	101.65
	1000-14-14310-515670-00000000-	0044168073	UNIFORMS-GENERAL SERVICES (BLANKET)	72248	02/15/2022	195.13

	1000-14-14300-515670-00000000-	0044168074	UNIFORMS-GENERAL SERVICES (BLANKET)	72248	02/15/2022	44.99
	1000-14-14320-515670-00000000-	0044151166	UNIFORMS-GENERAL SERVICES (BLANKET)	72248	02/15/2022	164.32
	1000-14-14300-515670-00000000-	0044151158	UNIFORMS-GENERAL SERVICES (BLANKET)	72248	02/15/2022	154.77
	1000-72-00000-515670-00000000-	0044227494	UNIFORMS-INSPECTION DEPT (BLANKET)	72248	02/16/2022	181.44
	1000-72-00000-515670-00000000-	0044227495	UNIFORMS-INSPECTION DEPT (BLANKET)	72248	02/16/2022	198.15
	1000-14-14310-515670-00000000-	0044227491	UNIFORMS-GENERAL SERVICES (BLANKET)	72314	02/17/2022	47.04
	1000-14-14300-515670-00000000-	0044201274	UNIFORMS-GENERAL SERVICES (BLANKET)	72314	02/17/2022	208.34
	1000-14-14200-515670-00000000-	0044168075	UNIFORMS-GENERAL SERVICES (BLANKET)	72314	02/17/2022	141.26
	1000-14-14200-515670-00000000-	0044151568	UNIFORMS-GENERAL SERVICES (BLANKET)	72314	02/17/2022	142.31
	1000-14-14320-515670-00000000-	0044168076	UNIFORMS-GENERAL SERVICES (BLANKET)	72314	02/17/2022	222.28
	1000-14-14310-515670-00000000-	0044214423	UNIFORMS-GENERAL SERVICES (BLANKET)	72314	02/17/2022	182.16
	1000-14-14200-515670-00000000-	0044214426	UNIFORMS-GENERAL SERVICES (BLANKET)	72314	02/17/2022	140.91
	1000-14-14300-515670-00000000-	0044168078	UNIFORMS-GENERAL SERVICES (BLANKET)	72314	02/17/2022	243.57
	1000-14-14310-515670-00000000-	0044214418	UNIFORMS-GENERAL SERVICES (BLANKET)	72314	02/17/2022	247.05
	1000-70-70200-515670-00000000-	0044266721	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	72314	02/18/2022	244.80
	1000-15-15100-515670-00000000-	0044255183	UNIFORMS-FLEET SERVICES (BLANKET)	72314	02/21/2022	246.36
	1000-15-15100-515670-00000000-	0044266735	UNIFORMS-FLEET SERVICES (BLANKET)	72314	02/21/2022	244.80
	1000-15-15100-515670-00000000-	0044266734	UNIFORMS-FLEET SERVICES (BLANKET)	72314	02/21/2022	163.99
	1000-15-15100-515670-00000000-	0044266733	UNIFORMS-FLEET SERVICES (BLANKET)	72314	02/21/2022	183.98
	1000-15-15100-515670-00000000-	0044266732	UNIFORMS-FLEET SERVICES (BLANKET)	72314	02/21/2022	243.96
	1000-15-15100-515670-00000000-	0044266730	UNIFORMS-FLEET SERVICES (BLANKET)	72314	02/21/2022	246.01
	1000-15-15100-515670-00000000-	0044266729	UNIFORMS-FLEET SERVICES (BLANKET)	72314	02/21/2022	145.30
	1000-15-15100-515670-00000000-	0044255182	UNIFORMS-FLEET SERVICES (BLANKET)	72314	02/21/2022	247.55
	1000-15-15100-515670-00000000-	0044266737	UNIFORMS-FLEET SERVICES (BLANKET)	72314	02/21/2022	240.11
	1000-15-15100-515670-00000000-	0044266736	UNIFORMS-FLEET SERVICES (BLANKET)	72314	02/21/2022	157.93
	1000-72-00000-515670-00000000-	0044255177	UNIFORMS-INSPECTION DEPT (BLANKET)	72422	02/21/2022	19.30
	1000-72-00000-515670-00000000-	0044241969	UNIFORMS-INSPECTION DEPT (BLANKET)	72422	02/22/2022	198.15
	1000-72-00000-515670-00000000-	0044241970	UNIFORMS-INSPECTION DEPT (BLANKET)	72422	02/22/2022	165.31
	1000-14-14310-515670-00000000-	0044214422	UNIFORMS-GENERAL SERVICES (BLANKET)	72422	02/23/2022	48.51
	1000-14-14300-515670-00000000-	0044214425	UNIFORMS-GENERAL SERVICES (BLANKET)	72422	02/23/2022	61.19
	1000-14-14310-515670-00000000-	0044227492	UNIFORMS-GENERAL SERVICES (BLANKET)	72422	02/23/2022	83.82
	1000-14-14310-515670-00000000-	0044227493	UNIFORMS-GENERAL SERVICES (BLANKET)	72422	02/23/2022	84.96
	1000-14-14300-515670-00000000-	0045997324	UNIFORMS-GENERAL SERVICES (BLANKET)	PCard	02/25/2022	11.62
	1000-14-14320-515670-00000000-	0044168068	UNIFORMS-GENERAL SERVICES (BLANKET)	PCard	02/25/2022	243.96
	1000-14-14320-515670-00000000-	0044289594	UNIFORMS-GENERAL SERVICES (BLANKET)	PCard	02/25/2022	18.90
	1000-14-14300-515670-00000000-	0044140184	UNIFORMS-GENERAL SERVICES (BLANKET)	PCard	02/25/2022	197.48
	1000-14-14310-515670-00000000-	0044278549	UNIFORMS-GENERAL SERVICES (BLANKET)	PCard	02/25/2022	80.40
	Total Paid by Vendor					**8,763.48**
SHARP COMMUNICATION INC.	1000-41-41100-515340-00000000-	INV4050000116	AV FUSION INSTALL-LABOR-INTERNAL AFFAIRS	72137	02/14/2022	1,200.00
	1000-41-41100-515340-00000000-	INV4050000115	AV FUSION MIC INSTALL-INTERNAL AFFAIRS	72137	02/14/2022	374.00
	1000-55-55100-513010-00000000-	INV4050000098	CAMERA SYSTEM FOR SANITATION	72250	02/16/2022	2,705.00
	1000-75-75200-515340-00000000-	80077084	SIGN GROUP PAGERS (***BLANKET PO***)	72423	02/23/2022	24.65
	1000-41-41100-515340-00000000-	80079164	LIGHTBAR MAINTENANCE-BLANKET PO	PCard	02/25/2022	1,680.00
	Total Paid by Vendor					**5,983.65**
SHINERZ SHOWCAR PRODUCTS INC	1000-42-42100-515340-00000000-	73294	TRUCK WASH SOAP AND ACCESSORIES	72251	02/16/2022	1,114.30
	Total Paid by Vendor					**1,114.30**
SITEONE LANDSCAPE SUPPLY HOLDING LLC	1000-52-52600-515340-00000000-	116182833-001	VARIOUS ITEMS FOR NORTH MAINTENANCE - BLANKET	72252	02/15/2022	26.07
	1000-51-00000-515340-00000000-	116155863-001	BLANKET PO/NURSERY MATERIALS/MAPLE HILL	72425	02/21/2022	304.91
	1000-52-52600-515340-00000000-	116242408-001	VARIOUS ITEMS FOR NORTH MAINTENANCE - BLANKET	72425	02/23/2022	257.22
	1000-52-52200-515340-00000000-	116245713-001	NURSERY ITEMS - B BID - FORESTRY (BLANKET)	72425	02/23/2022	304.40
	1000-52-52900-515340-00000000-	116247725-001	PINE STRAW ROLLS - HAYS	72425	02/23/2022	575.00
	1000-52-52600-515340-00000000-	116329671-001	VARIOUS ITEMS FOR NORTH MAINTENANCE - BLANKET	PCard	02/25/2022	433.79
	Total Paid by Vendor					**1,901.39**
SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	254594	Payroll Run 1 - Warrant 220220	72334	02/25/2022	1,410.50
	Total Paid by Vendor					**1,410.50**
SNAP-ON INDUSTRIAL DIVISION	1000-15-15100-515610-00000000-	ARV / 50993374	SHOP TOOLS ROBERT BAKER	72139	02/14/2022	85.61
	Total Paid by Vendor					**85.61**
SOUTHEASTERN TRUCK BODY & EQUIPMENT INC	1000-15-15100-513030-00000000-	28049	COM TX 021422/28049	72253	02/15/2022	145.00
	1000-15-15100-513030-00000000-	28049	COM TX 021422/28049	72253	02/15/2022	403.75
	1000-15-15100-513030-00000000-	28049	COM TX 021422/28049	72253	02/15/2022	1,378.00
	Total Paid by Vendor					**1,926.75**
STANARD & ASSOCIATES INC	1000-41-41305-515370-00000000-	SA000049508	1ST HALF OF FEES FOR POLICE LT PROMO TESTING	72254	02/16/2022	848.27

	1000-41-41305-515370-00000000-	SA000049509	2ND HALF OF FEES FOR POLICE LT PROMO TESTING	72254	02/16/2022	497.92
	Total Paid by Vendor					**1,346.19**
STAPLES INC	1000-15-15100-515340-00000000-	3494974332	DELIKUA/ 2739 JOHNSON RD/883-3723	72145	02/14/2022	44.95
	1000-15-15100-515340-00000000-	3494974331	DELIKUA/ 2739 JOHNSON RD/883-3723	72145	02/14/2022	86.56
	1000-15-15100-515340-00000000-	3497084891	DELIKUA/2739 JOHNSON RD/256-883-3723	72145	02/14/2022	93.50
	1000-15-15100-515340-00000000-	3497594832	DELIKUA/2739 JOHNSON RD/256-883-3723	72145	02/14/2022	34.99
	1000-30-30200-515340-00000000-	3497594853	2411 9TH AVE. SW, JC KELLY, 256-564-8026	72255	02/15/2022	41.67
	1000-30-30200-515340-00000000-	349704883	2411 9TH AVE. SW, DEBRA HATLEY, 256-564-8026	72255	02/15/2022	184.05
	1000-10-10300-515340-00000000-	3498039760	SHARON KING 308 FOUNTAIN CIR 8TH FL 427-5004	72255	02/16/2022	38.29
	1000-10-10300-515340-00000000-	3498039759	SHARON KING 308 FOUNTAIN CIR 8TH FL 427-5004	72255	02/16/2022	148.88
	1000-41-41203-515340-00000000-	3498039766	2110 CLINTON AVE W-ZAC GOSHERT 256-427-7034	72255	02/16/2022	220.03
	1000-43-00000-515340-00000000-	3498039744	815 WHEELER AVENUE / NETTA SMITH 256-427-7803	72255	02/16/2022	38.98
	1000-43-00000-515340-00000000-	3497594854	815 WHEELER AVENUE / NETTA SMITH 256-427-7803	72255	02/16/2022	134.03
	1000-43-00000-515340-00000000-	3498039745	815 WHEELER AVENUE / NETTA SMITH 256-427-7803	72255	02/16/2022	39.58
	1000-14-14300-515340-00000000-	3497594844	615 WASHINGTON ST 35801 256-427-5663 D STOREY	72316	02/21/2022	31.29
	1000-14-14310-515340-00000000-	3497594844	615 WASHINGTON ST 35801 256-427-5663 D STOREY	72316	02/21/2022	11.64
	1000-43-00000-515340-00000000-	3498756199	815 WHEELER AVENUE / NETTA SMITH 256-427-7803	72428	02/22/2022	(38.98)
	1000-10-10300-515340-00000000-	3498756205	SHARON KING 308 FOUNTAIN CIR 8TH FL 427-5004	72428	02/22/2022	59.06
	1000-10-10300-515340-00000000-	3498756206	SHARON KING 308 FOUNTAIN CIR 8TH FL 427-5004	72428	02/22/2022	25.60
	1000-16-16100-515340-00000000-	3498756207	308 FOUNTAIN CIRCLE/ASHLEY J/256-427-5241	72428	02/22/2022	414.44
	1000-13-13100-515340-00000000-	3498756208	S HOUSTON/308 FOUNTAIN CIR/4TH FL2564275034	72428	02/22/2022	153.33
	1000-13-13100-515340-00000000-	3498756209	S HOUSTON/308 FOUNTAIN CIR/4TH FL2564275034	72428	02/22/2022	41.57
	1000-55-55400-515340-00000000-	3498756215	Y.HOPSON 4209 EAST SCHRIMSHER LANE 256-650-4344	72428	02/22/2022	21.87
	1000-30-30600-515340-00000000-	3498756220	2411 9TH AVE, 2ND FL, SCOTT TUCKER, 256-564-8026	72428	02/22/2022	367.04
	1000-70-70200-515340-00000000-	3498756222	120 HOLMES AVE 2ND FLOOR JANE S. 256-882-7524	72428	02/22/2022	238.49
	1000-30-30200-515340-00000000-	3499549023	2411 9TH AVE, 2ND FL, JERRY SHELTON, 256-564-8026	PCard	02/24/2022	34.97
	1000-30-30600-515340-00000000-	3499549023	2411 9TH AVE, 2ND FL, JERRY SHELTON, 256-564-8026	PCard	02/24/2022	135.64
	1000-55-55100-515340-00000000-	3499549026	Y.HOPSON 4209 EAST SCHRIMSHER LANE 256-650-4344	PCard	02/24/2022	17.98
	1000-10-00000-515340-00000000-	3499549027	S KING 308 FOUNTAIN CIR 8TH FL 35801 427-5004	PCard	02/24/2022	192.94
	1000-41-41100-515340-00000000-	3499549028	T. DOYLE/704 FIBER ST/256-427-7130	PCard	02/24/2022	43.08
	1000-70-70200-515340-00000000-	3499549029	120 HOLMES AVE 2ND FLOOR JANE S. 256-882-7524	PCard	02/24/2022	282.24
	1000-30-30400-515340-00000000-	3499549030	2411 9TH AVE. SW, CHRIS HALL, 256-564-8026	PCard	02/24/2022	116.43
	1000-43-00000-515340-00000000-	3499549031	815 WHEELER AVENUE / NETTA SMITH 256-427-7803	PCard	02/24/2022	1,022.92
	1000-42-42100-515340-00000000-	3499549033	LAVADA MASON / 2219 HALL AVE / 256-883-3979	PCard	02/24/2022	239.46
	1000-55-55400-515340-00000000-	3499549038	Y.HOPSON 4209 EAST SCHRIMSHER LANE 256-650-4344	PCard	02/24/2022	72.77
	1000-75-75100-515340-00000000-	3499549040	M.MILLS,2100 CLINTON AVE.,HSV,AL,256-427-5563	PCard	02/24/2022	122.04
	1000-50-00000-515340-00000000-	3499549041	EMILY MAIN OFFICE 4950 TRIANA BLVD 256-883-3630	PCard	02/24/2022	22.19
	1000-30-30100-515340-00000000-	3499549044	2411 9TH AVE. SW, MADDIE V., 256-564-8026	PCard	02/24/2022	17.19
	1000-30-30100-515340-00000000-	3499549042	2411 9TH AVE. SW, MADDIE V., 256-564-8026	PCard	02/24/2022	152.54
	1000-52-52100-515340-00000000-	3499549048	H SPIER 3242 LEEMAN FERRY ROAD 256-564-8042	PCard	02/24/2022	69.82
	1000-52-52100-515340-00000000-	3499549049	H SPIER 3242 LEEMAN FERRY ROAD 256-564-8042	PCard	02/24/2022	65.31
	Total Paid by Vendor					**5,038.38**
STATE SYSTEMS INC	1000-14-14300-515370-00000000-	147894892	2022 BLANKET PO - FIRE SYSTEM SERVICES MONTHLY BI	72146	02/14/2022	12,465.00
	Total Paid by Vendor					**12,465.00**
STRICKLAND COMPANIES	1000-41-41202-515340-00000000-	HU879302-00	POLICE PAPER STOCK	72147	02/14/2022	279.50
	1000-12-12500-515340-00000000-	HU866547-00	PAAPER FOR STOCK	72317	02/21/2022	847.30
	1000-12-12500-515340-00000000-	HU875622 DM	CREDIT APPLIED TO INV. HU866547-00	72317	02/21/2022	(39.03)
	1000-41-41250-515340-00000000-	HU880096-00	POLICE - PAPER STOCK	72429	02/23/2022	139.75
	1000-41-41204-515340-00000000-	HU880012-00	POLICE PAPER STOCK - CID	72429	02/23/2022	167.70
	1000-12-12500-515340-00000000-	HU879934-00	PAPER FOR STOCK	PCard	02/24/2022	319.60
	1000-12-12500-515340-00000000-	HU880243-00	PAPER FOR STOCK	PCard	02/25/2022	120.00
	Total Paid by Vendor					**1,834.82**
TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-00-00000-210180-00000000-	254591	Payroll Run 1 - Warrant 220220	72340	02/25/2022	734.75
	Total Paid by Vendor					**734.75**
TENNESSEE VALLEY FENCE INC	1000-14-14300-513010-00000000-	R-20753	2022 BLANKET AUTOMATIC GATE OPERATOR REPAIRS	72149	02/14/2022	200.00
	Total Paid by Vendor					**200.00**
THE LIOCE GROUP INC	1000-17-17100-515250-00000000-	IN311179	FY22 BLANKET PO COPIER SERVICES LIOCE GROUP COH	PCard	02/24/2022	62.87
	1000-17-17100-515250-00000000-	IN344672	FY22 BLANKET PO COPIER SERVICES LIOCE GROUP COH	PCard	02/24/2022	111.28
	1000-17-17100-515250-00000000-	IN344671	FY22 BLANKET PO COPIER SERVICES LIOCE GROUP COH	PCard	02/24/2022	145.28
	Total Paid by Vendor					**319.43**
THE ROBERTS GROUP INC	1000-30-30100-515340-00000000-	1451660	BLANKET WATER BILL-PARKS AND REC. ADMIN	72150	02/14/2022	8.50
	1000-30-30100-515340-00000000-	1397587	BLANKET WATER BILL-PARKS AND REC. ADMIN	72150	02/14/2022	42.00

	1000-30-30100-515340-00000000-	1451659	BLANKET WATER BILL-PARKS AND REC. ADMIN	72150	02/14/2022	8.50
	1000-30-30200-515340-00000000-	1452242	BLANKET-WATER BILL FOR BUDDY BRYANT CENTER FOR FY	72150	02/14/2022	8.50
	1000-30-30200-515340-00000000-	1447451	BLANKET-WATER BILL FOR BUDDY BRYANT CENTER FOR FY	72150	02/14/2022	8.50
	1000-30-30100-515340-00000000-	1442191	BLANKET WATER BILL-PARKS AND REC. ADMIN	PCard	02/24/2022	98.25
	Total Paid by Vendor					**174.25**
THOMPSON TRACTOR COMPANY INC	1000-15-15100-513030-00000000-	TTC1-678021	COM TX 020922/TTC1-678021	72318	02/21/2022	512.21
	1000-15-15100-513030-00000000-	TTC1-678021	COM TX 020922/TTC1-678021	72318	02/21/2022	1,028.50
	Total Paid by Vendor					**1,540.71**
TIMOTHY A WILLIS	1000-43-00000-515370-00000000-	3905 1ST SESSION	INSTR FOR D.D.C. AA25 2/23/22 CLASS 3905 1ST SESSI	PCard	02/24/2022	120.00
	Total Paid by Vendor					**120.00**
TRI COUNTY SHOES INCORPORATED	1000-52-52100-515670-00000000-	758-1-81733	BOOTS (2021 MAKEUP ORDER)	72128	02/14/2022	130.00
	1000-14-14300-515670-00000000-	82854	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	72243	02/15/2022	100.00
	1000-14-14300-515670-00000000-	82255	NEW EMPLOYEES GEN SRVCS SAFETY SHOES-BLANKET PO	72243	02/15/2022	100.00
	1000-15-15100-515670-00000000-	758-1-77140	SAFETY SHOES FOR FLEET SERVICES 2021 (BLANKET)	72300	02/21/2022	79.00
	1000-50-00000-515670-00000000-	758-1-50919	UNIFORMS- ANIMAL SERVICES (3RD PARTY)	72300	02/21/2022	149.39
	1000-50-00000-515670-00000000-	758-1-80921	UNIFORMS- ANIMAL SERVICES (3RD PARTY)	72300	02/21/2022	149.39
	1000-50-00000-515670-00000000-	758-1-80922	UNIFORMS- ANIMAL SERVICES (3RD PARTY)	72300	02/21/2022	149.39
	1000-50-00000-515670-00000000-	758-1-82927	UNIFORMS- ANIMAL SERVICES (3RD PARTY)	72300	02/21/2022	149.39
	1000-15-15100-515670-00000000-	758-1-77274	SAFETY SHOES FOR FLEET SERVICES 2021 (BLANKET)	72412	02/22/2022	99.59
	Total Paid by Vendor					**1,106.15**
UNITED WAY OF MADISON COUNTY	1000-00-00000-210190-00000000-	254589	Payroll Run 1 - Warrant 220220	72341	02/25/2022	532.10
	Total Paid by Vendor					**532.10**
UNMANNED AERIAL SYSTEMS INFORMATION	1000-41-41100-515370-00000000-	HPD-4-1-2022	DRONE PROGRAM MANAGEMENT SERVICES-BLANKET PO	72432	02/23/2022	7,900.00
	Total Paid by Vendor					**7,900.00**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	254596	Payroll Run 1 - Warrant 220220	72332	02/25/2022	500.00
	Total Paid by Vendor					**500.00**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	254598	Payroll Run 1 - Warrant 220220	72333	02/25/2022	210.82
	Total Paid by Vendor					**210.82**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210120-00000000-	FEDTAX PYMT 220220	FICA, MEDICARE, FED INCOME TAX PYMT WARRANT 220220	72322	02/23/2022	141,805.52
	1000-00-00000-210120-00000000-	FEDTAX PYMT 220220	FICA, MEDICARE, FED INCOME TAX PYMT WARRANT 220220	72322	02/23/2022	606,339.90
	1000-00-00000-210140-00000000-	FEDTAX PYMT 220220	FICA, MEDICARE, FED INCOME TAX PYMT WARRANT 220220	72322	02/23/2022	413,937.36
	Total Paid by Vendor					**1,162,082.78**
UTILICOM SUPPLY ASSOCIATES LLC	1000-75-75300-515340-00000000-	290799	STRANDVISE FOR TIM	72159	02/14/2022	87.00
	Total Paid by Vendor					**87.00**
VALLEY EQUIPMENT RENTAL	1000-55-55300-513050-00000000-	NL-000152702	RENTAL EQUIPMENT FOR SHARPSBURG DRIVE	72435	02/23/2022	750.00
	Total Paid by Vendor					**750.00**
VITAL RECORDS HOLDINGS LLC	1000-12-12200-515375-00000000-	2467417	SECURE STORAGE OR DESTRUCTION FILES (BLANKET)	72436	02/23/2022	524.55
	Total Paid by Vendor					**524.55**
VULCAN MATERIALS CO	1000-52-52900-515340-00000000-	51094649	GRAVEL FOR HAYS (BLANKET)	72320	02/22/2022	969.49
	Total Paid by Vendor					**969.49**
WAAY TV	1000-41-41305-515430-00000000-	84780-1	WINTER RECRUITMENT CAMPAIGN	PCard	02/24/2022	3,000.00
	1000-41-41100-515340-00000000-	84703-1	HPD DISPATCHER CAMPAIGN JAN-FEB 2022	PCard	02/24/2022	2,500.00
	Total Paid by Vendor					**5,500.00**
WARRIOR TRACTOR & EQUIPMENT CO INC	1000-55-55300-513050-00000000-	R34294	EQUIPMENT RENTAL FOR PSW CONSTRUCTION	PCard	02/24/2022	13,000.00
	1000-55-55300-513050-00000000-	R34296	EQUIPMENT RENTAL FOR PSW CONSTRUCTION	PCard	02/24/2022	13,000.00
	1000-55-55300-513050-00000000-	R34295	EQUIPMENT RENTAL FOR PSW CONSTRUCTION	PCard	02/24/2022	12,000.00
	Total Paid by Vendor					**38,000.00**
WATER CONDITIONING INC	1000-14-14300-515370-00000000-	0050211	2022 BLANKET PO VETERANS PARK PM SERVICE	72164	02/14/2022	260.00
	Total Paid by Vendor					**260.00**
WH THOMAS OIL CO INC	1000-00-00000-140101-00000000-	395029	OIL	72165	02/14/2022	3,243.00
	1000-00-00000-140101-00000000-	394519	OIL	72439	02/23/2022	6,076.50
	Total Paid by Vendor					**9,319.50**
WILMER & LEE PA	1000-18-00000-515372-00000000-	22537591	BLANKET- OUTSIDE LEGAL SERVICES	72166	02/14/2022	315.00
	1000-42-42100-515370-00000000-	22537213	FIRE STATION NO. 20	72261	02/16/2022	2,989.00
	1000-18-00000-515372-00000000-	22536605	BLANKET- OUTSIDE LEGAL SERVICES	72440	02/23/2022	1,172.50
	1000-18-00000-515372-00000000-	22537230	BLANKET- OUTSIDE LEGAL SERVICES	PCard	02/24/2022	503.75
	Total Paid by Vendor					**4,980.25**
WITTICHEN SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S102818775.001	2022 BLANKET PO - NONBID ITEMS	72441	02/23/2022	69.15
	1000-14-14300-513010-00000000-	S102802874.001	2022 BLANKET PO - NONBID ITEMS	PCard	02/24/2022	20.76
	1000-14-14300-513010-00000000-	S102777624.001	2022 BLANKET PO - NONBID ITEMS	PCard	02/24/2022	1,046.03
	1000-14-14300-513010-00000000-	S102812970.001	2022 BLANKET PO - NONBID ITEMS	PCard	02/24/2022	91.42
	1000-14-14300-513010-00000000-	S102789900.001	2022 BLANKET PO - NONBID ITEMS	PCard	02/24/2022	139.05

		1000-14-14300-513010-00000000-	S102823412.001	2022 BLANKET PO - NONBID ITEMS	PCard	02/24/2022	53.35
		Total Paid by Vendor					**1,419.76**
	WOODY ANDERSON FORD INC	1000-15-15100-513030-00000000-	18915116	COM TX 021422/18915116	72262	02/15/2022	102.00
		1000-15-15100-513030-00000000-	18915116	COM TX 021422/18915116	72262	02/15/2022	142.80
		1000-15-15100-513030-00000000-	18915116	COM TX 021422/18915116	72262	02/15/2022	143.00
		1000-15-15100-513030-00000000-	18915116	COM TX 021422/18915116	72262	02/15/2022	351.00
		1000-15-15100-513030-00000000-	18915116	COM TX 021422/18915116	72262	02/15/2022	462.00
		1000-15-15100-513030-00000000-	18915116	COM TX 021422/18915116	72262	02/15/2022	4,550.64
		1000-15-15100-513030-00000000-	18915342	COM TX 021422/18915342	72262	02/15/2022	163.00
		1000-15-15100-513030-00000000-	18915342	COM TX 021422/18915342	72262	02/15/2022	276.00
		1000-15-15100-513030-00000000-	18915342	COM TX 021422/18915342	72262	02/15/2022	386.40
		1000-15-15100-513030-00000000-	18915342	COM TX 021422/18915342	72262	02/15/2022	1,096.20
		1000-15-15100-513030-00000000-	18915342	COM TX 021422/18915342	72262	02/15/2022	4,775.67
		Total Paid by Vendor					**12,448.71**
	WW GRAINGER	1000-30-30600-515340-00000000-	9209917526	VAC FOR WEIGHT ROOM	72208	02/15/2022	226.71
		1000-42-42100-515340-00000000-	9124560377	MASTER LOCK OUT KIT AND LOCKOUT HASPS	72208	02/16/2022	189.55
		Total Paid by Vendor					**416.26**
	Total by Fund 1000						**5,043,420.29**
1005	BLUE CROSS AND BLUE SHIELD OF ALABAMA	1005-00-00000-140200-00000000-	HEALTH CLMS 2/7-2/11	2/7/22-2/22/22 HEALTH CLAIMS	72172	02/15/2022	318,918.46
		1005-00-00000-425204-00000000-	HEALTH CLMS 2/7-2/11	2/7/22-2/22/22 HEALTH CLAIMS	72172	02/15/2022	(3,279.82)
		1005-00-00000-517010-00000000-	HEALTH CLMS 2/7-2/11	2/7/22-2/22/22 HEALTH CLAIMS	72172	02/15/2022	22.36
		1005-00-00000-517010-00000000-	HEALTH CLMS 2/7-2/11	2/7/22-2/22/22 HEALTH CLAIMS	72172	02/15/2022	279,804.31
		1005-00-00000-517015-00000000-	HEALTH CLMS 2/7-2/11	2/7/22-2/22/22 HEALTH CLAIMS	72172	02/15/2022	(394,961.91)
		1005-00-00000-517015-00000000-	HEALTH CLMS 2/7-2/11	2/7/22-2/22/22 HEALTH CLAIMS	72172	02/15/2022	4.48
		1005-00-00000-517015-00000000-	HEALTH CLMS 2/7-2/11	2/7/22-2/22/22 HEALTH CLAIMS	72172	02/15/2022	85,875.61
		1005-00-00000-517020-00000000-	HEALTH CLMS 2/7-2/11	2/7/22-2/22/22 HEALTH CLAIMS	72172	02/15/2022	332.40
		1005-00-00000-517025-00000000-	HEALTH CLMS 2/7-2/11	2/7/22-2/22/22 HEALTH CLAIMS	72172	02/15/2022	100.36
		1005-00-00000-140200-00000000-	HEALTH CLMS 2/14-18	2/14/22-2/18/22 HEALTH CLAIMS	72323	02/24/2022	(318,918.46)
		1005-00-00000-140200-00000000-	HEALTH CLMS 2/14-18	2/14/22-2/18/22 HEALTH CLAIMS	72323	02/24/2022	65.56
		1005-00-00000-517010-00000000-	HEALTH CLMS 2/14-18	2/14/22-2/18/22 HEALTH CLAIMS	72323	02/24/2022	303,872.41
		1005-00-00000-517015-00000000-	HEALTH CLMS 2/14-18	2/14/22-2/18/22 HEALTH CLAIMS	72323	02/24/2022	326.78
		1005-00-00000-517015-00000000-	HEALTH CLMS 2/14-18	2/14/22-2/18/22 HEALTH CLAIMS	72323	02/24/2022	147,426.19
		1005-00-00000-517025-00000000-	HEALTH CLMS 2/14-18	2/14/22-2/18/22 HEALTH CLAIMS	72323	02/24/2022	85.51
		1005-00-00000-517020-00000000-	GROUP INV DUE 3-1-22	GROUP INV DUE 3/1/2022	72324	02/24/2022	66,439.11
		Total Paid by Vendor					**486,113.35**
	Total by Fund 1005						**486,113.35**
1010	ALABAMA MEDIA GROUP	1010-72-00000-515520-00000000-	0010239960	BLANKET PO FOR HHPC LEGAL ADS	72180	02/16/2022	91.00
		Total Paid by Vendor					**91.00**
	Total by Fund 1010						**91.00**
2000	A-1 GLASS & AUTO LLC	2000-54-54M41-513030-PT503050-	2271	COM TX 021822/2271	72342	02/22/2022	50.00
		Total Paid by Vendor					**50.00**
	DUTCH OIL COMPANY INC	2000-54-54D10-514010-PT504010-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	949.25
		2000-54-54M10-514010-PT504010-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	1,494.76
		2000-54-54D10-514010-PT504010-	CFN-10566	FUELING TRANS DATED 020522	72060	02/14/2022	312.91
		2000-54-54M10-514010-PT504010-	CFN-10566	FUELING TRANS DATED 020522	72060	02/14/2022	922.01
		2000-54-54160-514010-PT504010-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	46.38
		2000-54-54D10-514010-PT504010-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	945.35
		2000-54-54M10-514010-PT504010-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	1,558.81
		2000-54-54D10-514010-PT504010-	CFN-10595	FUELING TRANS DATED 020822	72059	02/14/2022	629.26
		2000-54-54M10-514010-PT504010-	CFN-10595	FUELING TRANS DATED 020822	72059	02/14/2022	1,544.73
		2000-54-54D10-514010-PT504010-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	794.81
		2000-54-54M10-514010-PT504010-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	1,682.32
		2000-54-54D10-514010-PT504010-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	823.59
		2000-54-54M10-514010-PT504010-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	1,414.79
		2000-54-54D10-514010-PT504010-	CFN-10659	FUELING TRANS DATED 021122	72059	02/14/2022	756.33
		2000-54-54M10-514010-PT504010-	CFN-10659	FUELING TRANS DATED 021122	72059	02/14/2022	1,537.49
		2000-54-54D10-514010-PT504010-	CFN-10676	FUELING TRANS DATED 021222	72059	02/14/2022	286.71
		2000-54-54M10-514010-PT504010-	CFN-10676	FUELING TRANS DATED 021222	72059	02/14/2022	973.07
		2000-54-54160-514010-PT504010-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	37.69
		2000-54-54D10-514010-PT504010-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	792.99
		2000-54-54M10-514010-PT504010-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	1,599.23
		2000-54-54D10-514010-PT504010-	CFN-10905	FUELING TRANS DATED 021722	72279	02/21/2022	682.49

		2000-54-54M10-514010-PT504010-	CFN-10905	FUELING TRANS DATED 021722	72279	02/21/2022	1,429.33
		2000-54-54D10-514010-PT504010-	CFN-10895	FUELING TRANS DATED 021622	72279	02/21/2022	997.14
		2000-54-54M10-514010-PT504010-	CFN-10895	FUELING TRANS DATED 021622	72279	02/21/2022	1,397.49
		2000-54-54D10-514010-PT504010-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	751.33
		2000-54-54M10-514010-PT504010-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	1,682.76
		2000-54-54M41-515340-PT504990-	INV-182502A	DIESEL EXHAUST FLUID (BLANKET PO)	PCard	02/24/2022	612.50
		2000-54-54D10-514010-PT504010-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	727.91
		2000-54-54M10-514010-PT504010-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	1,673.52
		2000-54-54D10-514010-PT504010-	CFN-10936	FUELING TRANS DATED 021922	PCard	02/24/2022	425.71
		2000-54-54M10-514010-PT504010-	CFN-10936	FUELING TRANS DATED 021922	PCard	02/24/2022	1,100.06
		2000-54-54160-514010-PT504010-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	25.62
		2000-54-54D10-514010-PT504010-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	759.53
		2000-54-54M10-514010-PT504010-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	1,411.29
		2000-54-54D10-514010-PT504010-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	738.74
		2000-54-54M10-514010-PT504010-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	1,296.29
		2000-54-54M41-515340-PT504990-	INV-182880	DIESEL EXHAUST FLUID (BLANKET PO)	PCard	02/24/2022	437.50
		Total Paid by Vendor					**35,251.69**
	FOUNTAIN PARKER HARBARGER & ASSOCIATES LLC	2000-54-5416D-515220-PT506110-	11943	TRANSIT AUTO POLICY FOR 2022-23	72373	02/23/2022	179,367.00
		Total Paid by Vendor					**179,367.00**
	HOME DEPOT USA INC	2000-54-5416D-515340-PT504990-	669976730	500B CHURCH ST/EEGEE MCANALLY/256-427-5206/2ND FL	72382	02/22/2022	75.34
		2000-54-5416M-515340-PT504990-	669976730	500B CHURCH ST/EEGEE MCANALLY/256-427-5206/2ND FL	72382	02/22/2022	75.34
		2000-54-5416D-515340-PT504990-	669976748	500B CHURCH ST/EEGEE MCANALLY/256-427-5206/2ND FL	72382	02/22/2022	118.84
		2000-54-5416M-515340-PT504990-	669976748	500B CHURCH ST/EEGEE MCANALLY/256-427-5206/2ND FL	72382	02/22/2022	118.93
		Total Paid by Vendor					**388.45**
	JAMES R HALL	2000-54-54M41-513030-PT503050-	55569	COM TX 021522/55569	72415	02/22/2022	250.00
		2000-54-54M41-513030-PT503050-	55569	COM TX 021522/55569	72415	02/22/2022	395.00
		2000-54-54D41-513030-PT503050-	55674	COM TX 021822/55674	72415	02/22/2022	85.00
		2000-54-54D41-513030-PT503050-	55684	COM TX 021822/55684	72415	02/22/2022	85.00
		Total Paid by Vendor					**815.00**
	KELLYS TIRE SERVICE	2000-54-54M10-515580-PT504020-	198618	COM TX 021422/198618	72388	02/15/2022	6.00
		2000-54-54M10-515580-PT504020-	198618	COM TX 021422/198618	72388	02/15/2022	28.00
		2000-54-54M10-515580-PT504020-	198618	COM TX 021422/198618	72388	02/15/2022	95.00
		2000-54-54M10-515580-PT504020-	198618	COM TX 021422/198618	72388	02/15/2022	388.51
		2000-54-54M10-515580-PT504020-	198619	COM TX 021422/198619	72388	02/15/2022	12.00
		2000-54-54M10-515580-PT504020-	198619	COM TX 021422/198619	72388	02/15/2022	56.00
		2000-54-54M10-515580-PT504020-	198619	COM TX 021422/198619	72388	02/15/2022	831.66
		2000-54-54M10-515580-PT504020-	198620	COM TX 021422/198620	72388	02/15/2022	12.00
		2000-54-54M10-515580-PT504020-	198620	COM TX 021422/198620	72388	02/15/2022	56.00
		2000-54-54M10-515580-PT504020-	198620	COM TX 021422/198620	72388	02/15/2022	777.02
		2000-54-54M10-515580-PT504020-	198621	COM TX 021422/198621	72388	02/15/2022	12.00
		2000-54-54M10-515580-PT504020-	198621	COM TX 021422/198621	72388	02/15/2022	56.00
		2000-54-54M10-515580-PT504020-	198621	COM TX 021422/198621	72388	02/15/2022	65.00
		2000-54-54M10-515580-PT504020-	198621	COM TX 021422/198621	72388	02/15/2022	777.02
		2000-54-54D10-515580-PT504020-	198813	COM TX 021422/198813	72388	02/15/2022	12.00
		2000-54-54D10-515580-PT504020-	198813	COM TX 021422/198813	72388	02/15/2022	165.00
		2000-54-54D10-515580-PT504020-	198813	COM TX 021422/198813	72388	02/15/2022	786.84
		2000-54-54M10-515580-PT504020-	198623	COM TX 021422/198623	72388	02/15/2022	24.00
		2000-54-54M10-515580-PT504020-	198623	COM TX 021422/198623	72388	02/15/2022	112.00
		2000-54-54M10-515580-PT504020-	198623	COM TX 021422/198623	72388	02/15/2022	1,663.32
		2000-54-54M10-515580-PT504020-	198624	COM TX 021422/198624	72388	02/15/2022	12.00
		2000-54-54M10-515580-PT504020-	198624	COM TX 021422/198624	72388	02/15/2022	56.00
		2000-54-54M10-515580-PT504020-	198624	COM TX 021422/198624	72388	02/15/2022	95.00
		2000-54-54M10-515580-PT504020-	198624	COM TX 021422/198624	72388	02/15/2022	1,044.80
		2000-54-54D10-515580-PT504020-	198625	COM TX 021422/198625	72388	02/15/2022	99.95
		2000-54-54M10-515580-PT504020-	198626	COM TX 021422/198626	72388	02/15/2022	6.00
		2000-54-54M10-515580-PT504020-	198626	COM TX 021422/198626	72388	02/15/2022	56.00
		2000-54-54M10-515580-PT504020-	198626	COM TX 021422/198626	72388	02/15/2022	1,044.80
		2000-54-54M10-515580-PT504020-	198627	COM TX 021422/198627	72388	02/15/2022	6.00
		2000-54-54M10-515580-PT504020-	198627	COM TX 021422/198627	72388	02/15/2022	28.00
		2000-54-54M10-515580-PT504020-	198627	COM TX 021422/198627	72388	02/15/2022	65.00
		2000-54-54M10-515580-PT504020-	198627	COM TX 021422/198627	72388	02/15/2022	522.40
		2000-54-54D10-514010-PT504010-	198628	COM TX 021422/198628	72388	02/15/2022	4.00

	2000-54-54D10-515580-PT504020-	198628	COM TX 021422/198628	72388	02/15/2022	55.00
	2000-54-54D10-515580-PT504020-	198628	COM TX 021422/198628	72388	02/15/2022	65.00
	2000-54-54D10-515580-PT504020-	198628	COM TX 021422/198628	72388	02/15/2022	332.80
	2000-54-54M10-515580-PT504020-	198629	COM TX 021422/198629	72388	02/15/2022	6.00
	2000-54-54M10-515580-PT504020-	198629	COM TX 021422/198629	72388	02/15/2022	28.00
	2000-54-54M10-515580-PT504020-	198629	COM TX 021422/198629	72388	02/15/2022	522.40
	2000-54-54M10-515580-PT504020-	198630	COM TX 021422/198630	72388	02/15/2022	6.00
	2000-54-54M10-515580-PT504020-	198630	COM TX 021422/198630	72388	02/15/2022	28.00
	2000-54-54M10-515580-PT504020-	198630	COM TX 021422/198630	72388	02/15/2022	388.51
	Total Paid by Vendor					**10,407.03**
MADISON COUNTY AUTO PARTS INC	2000-54-54D41-513030-PT503050-	231374	NAPA TRX DATE 020922	72102	02/14/2022	3.09
	2000-54-54D41-513030-PT503050-	231374	NAPA TRX DATE 020922	72102	02/14/2022	3.14
	2000-54-54M41-513030-PT503050-	231374	NAPA TRX DATE 020922	72102	02/14/2022	9.19
	2000-54-54M41-513030-PT503050-	231418	NAPA TRX DATE 021022	72102	02/14/2022	10.97
	2000-54-54M41-513030-PT503050-	231418	NAPA TRX DATE 021022	72102	02/14/2022	33.94
	2000-54-54M41-513030-PT503050-	231418	NAPA TRX DATE 021022	72102	02/14/2022	54.77
	2000-54-54M41-513030-PT503050-	231418	NAPA TRX DATE 021022	72102	02/14/2022	67.76
	2000-54-54D41-513030-PT503050-	231453	NAPA TRX DATE 021122	72102	02/14/2022	3.09
	2000-54-54D41-513030-PT503050-	231453	NAPA TRX DATE 021122	72102	02/14/2022	3.14
	2000-54-54M41-513030-PT503050-	231453	NAPA TRX DATE 021122	72102	02/14/2022	125.00
	2000-54-54M41-513030-PT503050-	231453	NAPA TRX DATE 021122	72102	02/14/2022	1,262.32
	2000-54-54D41-513030-PT503050-	231495	NAPA TRX DATE 021422	72227	02/16/2022	3.09
	2000-54-54M41-513030-PT503050-	231495	NAPA TRX DATE 021422	72227	02/16/2022	10.97
	2000-54-54M41-513030-PT503050-	231495	NAPA TRX DATE 021422	72227	02/16/2022	17.98
	2000-54-54M41-513030-PT503050-	231495	NAPA TRX DATE 021422	72227	02/16/2022	33.94
	2000-54-54M41-513030-PT503050-	231495	NAPA TRX DATE 021422	72227	02/16/2022	54.77
	2000-54-54M41-513030-PT503050-	231495	NAPA TRX DATE 021422	72227	02/16/2022	67.76
	2000-54-54M41-513030-PT503050-	231495	NAPA TRX DATE 021422	72227	02/16/2022	76.38
	2000-54-54M41-513030-PT503050-	231495	NAPA TRX DATE 021422	72227	02/16/2022	90.84
	2000-54-54D41-513030-PT503050-	231642	NAPA TRX DATE 021722	72291	02/21/2022	17.51
	2000-54-54D41-513030-PT503050-	231642	NAPA TRX DATE 021722	72291	02/21/2022	29.81
	2000-54-54D41-513030-PT503050-	231642	NAPA TRX DATE 021722	72291	02/21/2022	94.05
	2000-54-54D41-513030-PT503050-	231642	NAPA TRX DATE 021722	72291	02/21/2022	103.99
	2000-54-54D41-513030-PT503050-	231642	NAPA TRX DATE 021722	72291	02/21/2022	115.59
	2000-54-54M41-513030-PT503050-	231642	NAPA TRX DATE 021722	72291	02/21/2022	34.06
	2000-54-54M41-513030-PT503050-	231642	NAPA TRX DATE 021722	72291	02/21/2022	52.68
	2000-54-54M41-513030-PT503050-	231642	NAPA TRX DATE 021722	72291	02/21/2022	108.00
	2000-54-54M41-513030-PT503050-	231642	NAPA TRX DATE 021722	72291	02/21/2022	538.68
	2000-54-54M41-513030-PT503050-	231642	NAPA TRX DATE 021722	72291	02/21/2022	1,024.06
	2000-54-54M41-513030-PT503050-	231678	NAPARETURNTRAN 021722	72291	02/21/2022	(108.00)
	2000-54-54D41-513030-PT503050-	231707	NAPA TRX DATE 021822	72291	02/21/2022	6.88
	2000-54-54D41-513030-PT503050-	231707	NAPA TRX DATE 021822	72291	02/21/2022	33.98
	2000-54-54D41-513030-PT503050-	231707	NAPA TRX DATE 021822	72291	02/21/2022	36.96
	2000-54-54D41-513030-PT503050-	231707	NAPA TRX DATE 021822	72291	02/21/2022	87.95
	2000-54-54D41-513030-PT503050-	231707	NAPA TRX DATE 021822	72291	02/21/2022	101.07
	2000-54-54D41-513030-PT503050-	231707	NAPA TRX DATE 021822	72291	02/21/2022	307.08
	2000-54-54D41-513030-PT503050-	231707	NAPA TRX DATE 021822	72291	02/21/2022	348.82
	2000-54-54M41-513030-PT503050-	231707	NAPA TRX DATE 021822	72291	02/21/2022	12.10
	2000-54-54M41-513030-PT503050-	231707	NAPA TRX DATE 021822	72291	02/21/2022	423.42
	2000-54-54D41-513030-PT503050-	231749	NAPA TRX DATE 022122	72392	02/23/2022	14.91
	2000-54-54D41-513030-PT503050-	231749	NAPA TRX DATE 022122	72392	02/23/2022	68.42
	2000-54-54M41-513030-PT503050-	231749	NAPA TRX DATE 022122	72392	02/23/2022	6.70
	2000-54-54M41-513030-PT503050-	231749	NAPA TRX DATE 022122	72392	02/23/2022	10.97
	2000-54-54M41-513030-PT503050-	231749	NAPA TRX DATE 022122	72392	02/23/2022	17.96
	2000-54-54M41-513030-PT503050-	231749	NAPA TRX DATE 022122	72392	02/23/2022	28.53
	2000-54-54M41-513030-PT503050-	231749	NAPA TRX DATE 022122	72392	02/23/2022	127.25
	2000-54-54D41-513030-PT503050-	231799	NAPA TRX DATE 022222	72392	02/23/2022	8.48
	2000-54-54D41-513030-PT503050-	231799	NAPA TRX DATE 022222	72392	02/23/2022	20.12
	2000-54-54D41-513030-PT503050-	231799	NAPA TRX DATE 022222	72392	02/23/2022	26.02
	2000-54-54D41-513030-PT503050-	231799	NAPA TRX DATE 022222	72392	02/23/2022	31.68
	2000-54-54D41-513030-PT503050-	231799	NAPA TRX DATE 022222	72392	02/23/2022	35.58
	2000-54-54D41-513030-PT503050-	231205	NAPA TRX DATE 020322	PCard	02/24/2022	6.23

		2000-54-54M41-513030-PT503050-	231249	NAPA TRX DATE 020422	PCard	02/24/2022	169.11
		2000-54-54M41-513030-PT503050-	231286	NAPA TRX DATE 020722	PCard	02/24/2022	1,866.57
		2000-54-54D41-513030-PT503050-	231333	NAPA TRX DATE 020822	PCard	02/24/2022	19.33
		2000-54-54M41-513030-PT503050-	231333	NAPA TRX DATE 020822	PCard	02/24/2022	440.18
		Total Paid by Vendor					**8,198.87**
	PCARD PAYMENTS	2000-54-54160-515340-PT504990-	255223	THE HOME DEPOT #0804 STEEL RUBBER RUGGED TRASH RE	PCard	02/17/2022	34.98
		2000-54-5416D-515340-PT504990-	255257	THE HOME DEPOT #0804 13 GAL KITC BAGS	PCard	02/21/2022	18.47
		2000-54-5416M-515340-PT504990-	255257	THE HOME DEPOT #0804 13 GAL KITC BAGS	PCard	02/21/2022	18.47
		2000-54-5416D-515340-PT504990-	255258	THE HOME DEPOT 804 OUTDR CLNR, SIMP GRN FOR MOPS	PCard	02/21/2022	41.90
		2000-54-5416M-515340-PT504990-	255258	THE HOME DEPOT 804 OUTDR CLNR, SIMP GRN FOR MOPS	PCard	02/21/2022	41.90
		Total Paid by Vendor					**155.72**
	SEON DESIGN INC	2000-54-54D10-520500-PT504990-	166069	DVR, CAMERA FOR NEW BUSES (SOLE SOURCE)	72247	02/16/2022	4,938.00
		2000-54-54M10-520500-PT504990-	166069	DVR, CAMERA FOR NEW BUSES (SOLE SOURCE)	72247	02/16/2022	4,377.00
		Total Paid by Vendor					**9,315.00**
	STAPLES INC	2000-54-5416D-513040-PT504990-	3498756198	STAPLES (PUNCH OUT)	72428	02/22/2022	4.00
		2000-54-5416M-513040-PT504990-	3498756198	STAPLES (PUNCH OUT)	72428	02/22/2022	3.99
		2000-54-5416D-513040-PT504990-	3498756216	500B CHURCH ST./EEGEE MCANALLY/4275206(PUNCH OUT)	72428	02/22/2022	139.02
		2000-54-5416M-513040-PT504990-	3498756216	500B CHURCH ST./EEGEE MCANALLY/4275206(PUNCH OUT)	72428	02/22/2022	139.02
		2000-54-5416D-513040-PT504990-	3498756217	500B CHURCH ST./EEGEE MCANALLY/4275206(PUNCH OUT)	72428	02/22/2022	16.47
		2000-54-5416M-513040-PT504990-	3498756217	500B CHURCH ST./EEGEE MCANALLY/4275206(PUNCH OUT)	72428	02/22/2022	16.46
		2000-54-5416D-513040-PT504990-	3499549046	500B CHURCH ST/EEGEE MCANALLY/427-5206/2ND FLOOR	PCard	02/24/2022	46.71
		2000-54-5416M-513040-PT504990-	3499549046	500B CHURCH ST/EEGEE MCANALLY/427-5206/2ND FLOOR	PCard	02/24/2022	46.74
		Total Paid by Vendor					**412.41**
	STRICKLAND COMPANIES	2000-54-5416D-515340-PT504990-	HU876566-00	500B CHURCH ST./EEGEE MCANALLY/4275206/2NDFLOOR	72256	02/16/2022	83.85
		2000-54-5416M-515340-PT504990-	HU876566-00	500B CHURCH ST./EEGEE MCANALLY/4275206/2NDFLOOR	72256	02/16/2022	83.85
		Total Paid by Vendor					**167.70**
	Total by Fund 2000						**244,528.87**
2100	ASHAKIRAN INC	2100-70-70100-515340-PN200011-00118	REQ7HESG20	REIMBURSE EXPENSE REQUEST NO 7	72038	02/15/2022	5,140.75
		Total Paid by Vendor					**5,140.75**
	CRISIS SERVICES OF NORTH ALABAMA	2100-70-70100-515340-PN200011-00118	REQ7HESG20	REIMBURSE EXPENSE REQUEST NO 7	72278	02/18/2022	13,598.20
		Total Paid by Vendor					**13,598.20**
	FAMILY SERVICES CENTER INC	2100-70-70100-515340-PN200011-00118	REQ7HESG20	REIMBURSE EXPENSE REQUEST NO 7	72280	02/18/2022	14,878.63
		Total Paid by Vendor					**14,878.63**
	MEADOW HILLS INITIATIVE INC	2100-70-70100-515520-PN200010-00007	REQ7UDAG	REIMBURSE UTILITIES FOR NEIGHBORHOOD CENTER	72397	02/23/2022	247.20
		Total Paid by Vendor					**247.20**
	Total by Fund 2100						**33,864.78**
2101	ASHAKIRAN INC	2101-70-70100-515340-00000000-00130	REQ13HESGCV20	REIMBURSE EXPENSE REQUEST NO 13	72348	02/23/2022	54,421.51
		Total Paid by Vendor					**54,421.51**
	CRISIS SERVICES OF NORTH ALABAMA	2101-70-70100-515340-00000000-00130	REQ13HESGCV20	REIMBURSE EXPENSE REQUEST NO 13	72366	02/23/2022	32,102.77
		Total Paid by Vendor					**32,102.77**
	NEW FUTURES INC	2101-70-70100-515340-00000000-00130	REQ13HESGCV20	REIMBURSE EXPENSE REQUEST NO 13	72399	02/23/2022	52,800.50
		Total Paid by Vendor					**52,800.50**
	SPHERION STAFFING LLC	2101-70-70100-515370-00000000-00122	RL2616369	TEMP EMPLOYEES (BLANKET PO)	72315	02/18/2022	992.78
		2101-70-70100-515370-00000000-00122	RL2622180	TEMP EMPLOYEES (BLANKET PO)	72427	02/24/2022	1,253.54
		Total Paid by Vendor					**2,246.32**
	Total by Fund 2101						**141,571.10**
2200	CLOSING ATTORNEYS	2200-70-00000-515520-C3100217-	DP-J.SMITH1	DOWNPAYMENT ASSISTANCE FOR FIRST TIME HOME BUYER	72193	02/16/2022	5,937.25
		Total Paid by Vendor					**5,937.25**
	FAMILY SERVICES CENTER INC	2200-70-00000-515520-C3100217-	DP-J.SMITH2	DPMNT ASST FOR FIRST TIME HOME BUYER - HSNG CNSL	72203	02/16/2022	300.00
		Total Paid by Vendor					**300.00**
	Total by Fund 2200						**6,237.25**
2500	BOSTICK LANDSCAPE ARCHITECTS	2500-14-00000-521014-00000000-	FEBRUARY 2, 2022	ARCHITECTURAL SERVICES- JOHNSO	PCard	02/25/2022	94,500.00
		Total Paid by Vendor					**94,500.00**
	CORE & MAIN LP	2500-14-00000-527003-00000000-	Q182497	INLETS-JOE DAVIS RENOVATION	PCard	02/24/2022	(249.90)
		Total Paid by Vendor					**(249.90)**
	ECHOLS LINDSEY & MOORE STRUCTURAL ENGINEERS INC	2500-14-00000-523035-00000000-	3465	STRUCTURAL SERVICES- JHP ARMORY RENO PH2	PCard	02/24/2022	675.00
		Total Paid by Vendor					**675.00**
	Total by Fund 2500						**94,925.10**
3020	ALABAMA CONCRETE INC	3020-55-00000-516040-00000000-	107358	FY22 CONCTETE- PWS CONSTRUCTION (BLANKET)	72027	02/14/2022	120.00
		3020-55-00000-516040-00000000-	107359	FY22 CONCTETE- PWS CONSTRUCTION (BLANKET)	72027	02/14/2022	720.00
		3020-55-00000-516010-00000000-	107068	FY22 CONCRETE BLANKET--MAINTENANCE	72268	02/17/2022	232.00

	3020-55-00000-516010-00000000-	106496	FY22 CONCRETE BLANKET--MAINTENANCE	72268	02/17/2022	236.00
	3020-55-00000-516040-00000000-	107793	FY22 CONCTETE- PWS CONSTRUCTION (BLANKET)	72344	02/22/2022	1,170.00
	3020-55-00000-516040-00000000-	107189	FY22 CONCTETE- PWS CONSTRUCTION (BLANKET)	72344	02/23/2022	177.00
	3020-55-00000-516010-00000000-	107432	FY22 CONCRETE BLANKET--MAINTENANCE	PCard	02/24/2022	118.00
	3020-55-00000-516010-00000000-	107070	FY22 CONCRETE BLANKET--MAINTENANCE	PCard	02/24/2022	590.00
	3020-55-00000-516010-00000000-	107071	FY22 CONCRETE BLANKET--MAINTENANCE	PCard	02/24/2022	118.00
	3020-55-00000-516010-00000000-	107716	FY22 CONCRETE BLANKET--MAINTENANCE	PCard	02/24/2022	118.00
	Total Paid by Vendor					**3,599.00**
ALABAMA GUARDRAIL INC	3020-55-00000-516010-00000000-	0023629-IN	(SOLE SOURCE) BOB WADE AND MT. LEBANON	PCard	02/24/2022	4,037.50
	3020-55-00000-516010-00000000-	0023516-IN	(SOLE SOURCE) HOBBS RD E OF CHALLENGER	PCard	02/24/2022	1,250.00
	3020-55-00000-516010-00000000-	0023516-INA	GUARDRAIL REPAIR HOBBS RD EAST OF CHALLENGER	PCard	02/24/2022	1,050.00
	Total Paid by Vendor					**6,337.50**
C SPIRE BUSINESS	3020-75-00000-529001-00000000-	C008787864	QUOTE AAAQ131955 TE- UNIV. DR. CORRIDOR	72272	02/18/2022	18,373.00
	Total Paid by Vendor					**18,373.00**
CAMPBELL TRANSPORT	3020-55-00000-516040-00000000-	4144	EMERGENCY TRANSPORT FOR PWS CONSTRUCTION	72046	02/14/2022	1,000.00
	3020-55-00000-516040-00000000-	4169	EMERGENCY TRANSPORT FOR PWS CONSTRUCTION	72354	02/23/2022	500.00
	Total Paid by Vendor					**1,500.00**
CREATIVE PARKING CONCEPTS LLC	3020-71-00000-521000-PR7508XX-	3533	(SOLE SOURCE) MULTI-SPACE PARKING METERS	72365	02/22/2022	50,643.75
	Total Paid by Vendor					**50,643.75**
CROY ENGINEERING LLC	3020-14-00000-521003-00000000-	24578	ENGINEERING SERVICES-JHP SAND PLOT EXPANSION	PCard	02/24/2022	3,240.00
	Total Paid by Vendor					**3,240.00**
DANA SAFETY SUPPLY	3020-15-00000-520100-00000000-	770672	EQUIPMENT FOR #012071	72055	02/14/2022	270.00
	3020-15-00000-520100-00000000-	770675	EQUIPMENT FOR HPD EQ# 012071	72055	02/14/2022	1,860.75
	3020-15-00000-520100-00000000-	770677	EQUIPMENT FOR #012072	72055	02/14/2022	270.00
	3020-15-00000-520100-00000000-	770678	EQUIPMENT FOR EQ# 012072	72055	02/14/2022	1,860.75
	Total Paid by Vendor					**4,261.50**
ECHOLS LINDSEY & MOORE STRUCTURAL ENGINEERS INC	3020-14-00000-522000-PR8626XX-	3469	STRUCTURAL SERVICES - JOHN HUNT ICE SIGN	PCard	02/24/2022	2,600.00
	Total Paid by Vendor					**2,600.00**
FITE CONSTRUCTION COMPANY LLC	3020-14-00000-522006-00000000-	APPL #21	CONSTRUCTION SERVICES-PUBLIC S	72372	02/22/2022	162,061.00
	Total Paid by Vendor					**162,061.00**
GREENRISE TECHNOLGIES LLC	3020-52-00000-513010-PR8431XX-	2583	HAYS GREEN ROOF MAINTENANCE (BLANKET)	72210	02/16/2022	1,101.60
	Total Paid by Vendor					**1,101.60**
HUNTSVILLE-MADISON COUNTY SENIOR CENTER INC	3020-14-00000-523000-PR8638XX-	INV #6 - REIMB	SENIOR CENTER CHILLER REPLACEMENT	72216	02/15/2022	57,800.83
	Total Paid by Vendor					**57,800.83**
JAKE MARSHALL SERVICE INC	3020-14-00000-523038-00000000-	Huntsville-439954	FIRE STATION 12- HVAC DDC CONTROLS HONEYWELL	72221	02/16/2022	0.46
	3020-14-00000-523038-00000000-	Huntsville-439954	FIRE STATION 12- HVAC DDC CONTROLS HONEYWELL	72221	02/16/2022	11,222.86
	3020-14-00000-513010-PR8610XX-	HUNTSVILLE-439950	OPTIMIST GYM HVAC CONTROLS UPGRADE	PCard	02/24/2022	3,552.00
	Total Paid by Vendor					**14,775.32**
JAMAR TECHNOLOGIES INC	3020-75-00000-529000-00000000-	0055986	PINNACLE & STARNEXT -- SOLE SOURCE	72091	02/14/2022	3,625.00
	Total Paid by Vendor					**3,625.00**
JAMES R HALL	3020-55-00000-516020-00000000-	55585	ROADSIDE TOWING FOR RESURFACING	PCard	02/25/2022	35.00
	3020-55-00000-516020-00000000-	55586	ROADSIDE TOWING FOR RESURFACING	PCard	02/25/2022	35.00
	3020-55-00000-516020-00000000-	55683	ROADSIDE TOWING FOR RESURFACING	PCard	02/25/2022	35.00
	3020-55-00000-516020-00000000-	55682	ROADSIDE TOWING FOR RESURFACING	PCard	02/25/2022	35.00
	3020-55-00000-516020-00000000-	55681	ROADSIDE TOWING FOR RESURFACING	PCard	02/25/2022	35.00
	3020-55-00000-516020-00000000-	55680	ROADSIDE TOWING FOR RESURFACING	PCard	02/25/2022	35.00
	3020-55-00000-516020-00000000-	55679	ROADSIDE TOWING FOR RESURFACING	PCard	02/25/2022	35.00
	3020-55-00000-516020-00000000-	54730	ROADSIDE TOWING FOR RESURFACING	PCard	02/25/2022	35.00
	3020-55-00000-516020-00000000-	54731	ROADSIDE TOWING FOR RESURFACING	PCard	02/25/2022	35.00
	3020-55-00000-516020-00000000-	54740	ROADSIDE TOWING FOR RESURFACING	PCard	02/25/2022	35.00
	3020-55-00000-516020-00000000-	54778	ROADSIDE TOWING FOR RESURFACING	PCard	02/25/2022	35.00
	3020-55-00000-516020-00000000-	54779	ROADSIDE TOWING FOR RESURFACING	PCard	02/25/2022	35.00
	3020-55-00000-516020-00000000-	55546	ROADSIDE TOWING FOR RESURFACING	PCard	02/25/2022	35.00
	3020-55-00000-516020-00000000-	55548	ROADSIDE TOWING FOR RESURFACING	PCard	02/25/2022	35.00
	3020-55-00000-516020-00000000-	55547	ROADSIDE TOWING FOR RESURFACING	PCard	02/25/2022	35.00
	3020-55-00000-516020-00000000-	55549	ROADSIDE TOWING FOR RESURFACING	PCard	02/25/2022	35.00
	3020-55-00000-516020-00000000-	55550	ROADSIDE TOWING FOR RESURFACING	PCard	02/25/2022	35.00
	Total Paid by Vendor					**595.00**
LANDSCAPE MANAGEMENT CONSULTANTS INC	3020-71-00000-527000-00000000-	210717C	EVAL ON 6 TREES 255 MCCRARY RD CONSULT	72097	02/14/2022	1,750.00
	Total Paid by Vendor					**1,750.00**
LEE BUILDERS INC	3020-14-00000-523021-00000000-	APPL #1	CONSTRUCTION SERVICES- JOE DAV	72225	02/16/2022	241,614.18
	Total Paid by Vendor					**241,614.18**

	PARK SUPPLY COMPANY INC	3020-14-00000-523033-00000000-	S2110387.001	2022 BLANKET PO - 25% OFF NOT LISTED ON CONTRACT	72236	02/15/2022	481.43
		Total Paid by Vendor					**481.43**
	PCARD PAYMENTS	3020-52-00000-513010-PR8431XX-	255226	REPAIRS AND MAINTENANCE ON PLAYGROUND	PCard	02/17/2022	16.34
		Total Paid by Vendor					**16.34**
	PEREGRINE CORPORATION	3020-71-00000-527000-00000000-	452433	2021 CITY OF HUNTSVILLE FLOODPLAIN MAILOUT	72405	02/22/2022	552.75
		3020-71-00000-527000-00000000-	452436	2021 CITY OF HUNTSVILLE FLOODPLAIN MAILOUT	72405	02/22/2022	63.71
		3020-71-00000-527000-00000000-	452440	2021 CITY OF HUNTSVILLE FLOODPLAIN MAILOUT	72405	02/22/2022	8,126.47
		Total Paid by Vendor					**8,742.93**
	PRO ELECTRIC INC	3020-14-00000-523038-00000000-	W43133	FIRE STATION 12 INSTALL NEW CIRCUITS	PCard	02/24/2022	1,558.49
		Total Paid by Vendor					**1,558.49**
	ROGERS GROUP INC	3020-71-00000-520900-00000000-	334919-103-2	GREENWAY PATH IMPROVEMENTS - BLANKET	72265	02/17/2022	239,947.77
		3020-71-00000-527000-00000000-	334919-118-1	9410 HARTWICK CIRCLE DRAINAGE IMPROVEMENT	72265	02/17/2022	54,080.15
		3020-55-00000-516010-00000000-	0203001066	FY22 ASPHALT BLANKET--MAINTENANCE	72418	02/21/2022	510.15
		3020-00-00000-220400-00000000-	33499-103-1RET	21252-HAYS FARM TRAIL-FINAL RETAINAGE	72313	02/22/2022	5,584.79
		3020-00-00000-220400-00000000-	334919-103-2RET	21252-HAYS FARM TRAIL PT 2-FINAL RETAINAGE	72313	02/22/2022	11,997.39
		Total Paid by Vendor					**312,120.25**
	S&ME INC	3020-14-00000-520600-PR8463XX-	1099866	REIMBURSABLE EXPENSES	72246	02/16/2022	3,031.25
		Total Paid by Vendor					**3,031.25**
	SCHOEL ENGINEERING COMPANY INC	3020-14-00000-513011-00000000-	523556	ENGINEERING SERVICES-BURRITT A	PCard	02/25/2022	508.80
		Total Paid by Vendor					**508.80**
	SCOTT LIGHTING SUPPLY CO	3020-14-00000-513010-PR8610XX-	120776	FERNBELL GYMS- LED LIGHTING	72134	02/14/2022	12,102.48
		Total Paid by Vendor					**12,102.48**
	SELECT TREES INC	3020-14-00000-521003-00000000-	210071	TREES - JOE DAVIS STADIUM RENOVATION	PCard	02/24/2022	2,915.00
		Total Paid by Vendor					**2,915.00**
	SEXTON WELDING SUPPLY	3020-55-00000-516040-00000000-	3790254	WELDING MATERIAL FOR PWS CONSTRUCTION	72249	02/15/2022	765.78
		3020-55-00000-516040-00000000-	3794064	WELDING SUPPLIES FOR PWS CONSTRUCTION	PCard	02/24/2022	185.63
		Total Paid by Vendor					**951.41**
	SITEONE LANDSCAPE SUPPLY HOLDING LLC	3020-55-00000-516010-00000000-	115922050-001	SOD STAPLES	72252	02/16/2022	372.18
		Total Paid by Vendor					**372.18**
	SOUTHERN LIGHTING AND TRAFFIC	3020-71-00000-521000-PR7508XX-	45049	COBALT CONTROLLER FOR JEFFERSON/SPRING	72426	02/23/2022	3,275.00
		Total Paid by Vendor					**3,275.00**
	STAPLES INC	3020-75-00000-529000-00000000-	3498756201	M.MILLS, 2100 CLINTON AVE. 256-427-5563	72428	02/22/2022	59.90
		Total Paid by Vendor					**59.90**
	THOMPSON TRACTOR COMPANY INC	3020-15-00000-520100-00000000-	SPI01031117	LOADER TOTER FOR LANDSCAPE	72430	02/23/2022	6,990.00
		Total Paid by Vendor					**6,990.00**
	UNITED STATES GEOLOGICAL SURVEY	3020-71-00000-516041-00000000-	90955415	JOINT FUNDING AGREEMENT FOR MA	PCard	02/25/2022	26,157.00
		Total Paid by Vendor					**26,157.00**
	VULCAN MATERIALS CO	3020-55-00000-516010-00000000-	51105452	FY22 ROCK BLANKET--MAINTENANCE	72437	02/21/2022	301.92
		3020-55-00000-516040-00000000-	51105450	FY22 ROCK/STONE PWS CONSTRUCTION (BLANKET)	PCard	02/24/2022	17,577.16
		Total Paid by Vendor					**17,879.08**
	WILMER & LEE PA	3020-71-00000-524000-PR8178XX-	22537214	CHURCH ST ROW PHASE 1	72261	02/16/2022	337.50
		3020-71-00000-527001-00000000-	22537233	HOUSER DRAKE AVE DRAINAGE	72261	02/16/2022	165.00
		3020-71-00000-524000-PR8143XX-	22537199	MARTIN RD IMPROVE. PROJ PLH-8512(603)	72261	02/16/2022	33.75
		3020-71-00000-524003-00000000-	22537216	GREENBRIAR PKWY 71-18-RD04	72261	02/16/2022	22.50
		3020-71-00000-524003-00000000-	22537297	PARKWAY GRADE SEPERATION	72261	02/16/2022	125.00
		3020-71-00000-524000-PR8141XX-	22537211	WINCHESTER DEMO	72261	02/16/2022	448.00
		3020-71-00000-524000-PR8141XX-	22537212	WINCHESTER PROPERTIES	72261	02/16/2022	989.00
		3020-71-00000-524000-PR8141XX-	22537215	PROFESSIONAL SERVICES	72261	02/16/2022	675.50
		3020-71-00000-524000-PR8141XX-	22537200	WINCHESTER DEMO	72261	02/16/2022	110.00
		3020-71-00000-524000-PR8141XX-	22537206	WINCHESTER DEMO	72261	02/16/2022	450.00
		3020-71-00000-524000-PR8141XX-	22537207	WINCHESTER DEMO	72261	02/16/2022	772.25
		3020-71-00000-524000-PR8141XX-	22537208	WINCHESTER DEMO	72261	02/16/2022	97.50
		3020-71-00000-524000-PR8141XX-	22537209	WINCHESTER RD IMPROVEMENTS	72261	02/16/2022	37.50
		3020-71-00000-524000-PR8141XX-	22537210	WINCHESTER DEMO	72261	02/16/2022	37.50
		3020-71-00000-524000-PR8114XX-	22537204	MOUNTAINPRICE, INC TRACT 60 TO NORTHERN BYPASS	72261	02/16/2022	25.00
		Total Paid by Vendor					**4,326.00**
	Total by Fund 3020						**975,365.22**
3030	HUNTSVILLE CITY SCHOOLS	3030-00-00000-610123-00000000-	FEB 2022 APP	FEB APPROPR PER BUD,LESS HPD COS,LESS LEASE2800POP	72215	02/15/2022	2,413,556.58
		Total Paid by Vendor					**2,413,556.58**
	Total by Fund 3030						**2,413,556.58**
3040	FANTASY PLAYHOUSE CHILDRENS THEATER	3040-00-00000-610042-00000000-	THEATRE ARTS CAMPUS	FY22 APPROPIATIONS CAPTIAL BUD ORD 21-867	72065	02/15/2022	200,000.00

		Total Paid by Vendor					**200,000.00**
	LAND TRUST OF NORTH ALABAMA INC	3040-00-00000-610081-00000000-	NATURE DISCOVERY CTR	FY22 APPROPIATIONS CAPTIAL BUD ORD 21-867	72096	02/15/2022	200,000.00
		Total Paid by Vendor					**200,000.00**
	Total by Fund 3040						**400,000.00**
3060	HUNTSVILLE MADISON COUNTY CONVENTION	3060-00-00000-610022-00000000-	FISHERS CONFERENCE	LODGING TAX ITEM: FISHERS OF MEN CONF 21-501	72213	02/15/2022	2,700.00
		3060-00-00000-610022-00000000-	FISHERS OF MEN TOURN	LODGING TAX ITEM: FISHERS OF MEN TOURN 21-659	72213	02/15/2022	5,190.30
		3060-00-00000-610022-00000000-	NATIONAL CYBER SUMIT	LODGING TAX ITEM: NATIONAL CYBER SUMMIT 21-768	72213	02/15/2022	700.00
		3060-00-00000-610022-00000000-	MIDSOUTH YOUTH SOCCE	LODGING TAX ITEM: MIDSOUTH YOUTH SOCCER 21-1019	72213	02/15/2022	4,258.10
		3060-00-00000-610022-00000000-	MASONS OF ALABAMA	LODGING TAX ITEM: MASONS OF ALABAMA CONF 21-568	72213	02/15/2022	44,999.98
		Total Paid by Vendor					**57,848.38**
	HUNTSVILLE SPORTS COMMISSION	3060-00-00000-610019-00000000-	2022 AJGA SPONSOR	LODGING TAX ITEM: HUNTSVILLE JR GOLF ORD 21-298	72217	02/15/2022	35,000.00
		Total Paid by Vendor					**35,000.00**
	Total by Fund 3060						**92,848.38**
3080	CHAMBER OF COMMERCE	3080-00-00000-610057-00000000-	ORD 22-88	WORKFORCE DEVEL.-CON.W/BEEKEEPER&BIG COMMUNICATION	72190	02/16/2022	1,000,000.00
		Total Paid by Vendor					**1,000,000.00**
	GARVER LLC	3080-71-00000-524027-00000000-	21S02490-3	OLD MONROVIA ROAD IMPROVEMENTS	72069	02/14/2022	14,080.25
		3080-71-00000-524027-00000000-	20S02370-13	MID CITY STREETSCAPING PH 1B &	72069	02/14/2022	21,000.00
		3080-71-00000-524027-00000000-	21S02160-7	WEST HUNTSVILLE PARK EDS	72069	02/14/2022	26,024.33
		Total Paid by Vendor					**61,104.58**
	HUNTSVILLE UTILITIES	3080-71-00000-524027-00000000-	ATC MIDCITY ELEC	OLD MONROVIA/SANDERSON RD @ MIDCITY-ATC MIDCTY	72085	02/14/2022	23,401.57
		Total Paid by Vendor					**23,401.57**
	MCELROY LAND SURVEYING CO INC	3080-71-00000-530000-00000000-	33349	SURVEY 6960 PULASKY PIKE, HSV 35810 LOT 2	72104	02/14/2022	3,950.00
		Total Paid by Vendor					**3,950.00**
	MULLINS LLC	3080-71-00000-530000-00000000-	29182	PARKSIDE CENTRE LOT 5B - BOUNDARY SURVEY	PCard	02/24/2022	2,700.00
		Total Paid by Vendor					**2,700.00**
	NIVENS & ASSOCIATES	3080-71-00000-521000-BUDGET01-	1220-D	APPRAISAL FEE FOR .34 ACRE VAC LAND W CAL. ST.	72113	02/14/2022	1,250.00
		Total Paid by Vendor					**1,250.00**
	UTILICOM SUPPLY ASSOCIATES LLC	3080-71-00000-530000-00000000-	290158	RADAR SPEED/MPH SIGNS	72434	02/23/2022	31,976.00
		Total Paid by Vendor					**31,976.00**
	WILMER & LEE PA	3080-71-00000-524000-PR8114XX-	N. BYPASS IMPR	N. BYPASS TRACTS #3 REIMB OF UTIL FEES PAID	72167	02/14/2022	412.17
		3080-71-00000-524008-00000000-	22537222	MONROE ROAD IMP. - PROJ 71-21-RD02	72261	02/16/2022	1,746.00
		3080-71-00000-524008-00000000-	22537228	BRIDGESTREET CONNECTOR ROAD	72261	02/16/2022	475.00
		3080-71-00000-524008-00000000-	22537229	SIGNAL POST AT PULASKI AND WINCHESTER	72261	02/16/2022	75.00
		3080-71-00000-524008-00000000-	22537231	LEEMAN FERRY ROW ISSUES	72261	02/16/2022	375.00
		3080-71-00000-530000-00000000-	22537219	EMERALD RIDGES AT MT. CHARRON	72261	02/16/2022	750.00
		3080-71-00000-530000-00000000-	22537220	PROJECT EXPAND 71-21-SP15	72261	02/16/2022	1,635.00
		3080-71-00000-530000-00000000-	22537221	BUILDERS SQUARE	72261	02/16/2022	262.50
		3080-71-00000-530000-00000000-	22537224	PROJECT CROWN	72261	02/16/2022	22.50
		3080-71-00000-530000-00000000-	22537225	PROJECT EXTEND 71-21-SP44	72261	02/16/2022	990.00
		3080-71-00000-530000-00000000-	22537227	SALTY BOTTOM ROAD	72261	02/16/2022	2,337.50
		3080-71-00000-530010-00000000-	225337201	CUMMINGS RESEARCH PARK	72261	02/16/2022	425.00
		3080-71-00000-524023-00000000-	22537202	ZIERDT RD IMPROVE	72259	02/16/2022	15.00
		3080-71-00000-524023-00000000-	22537203	ZIERDT ROAD IMPROVE	72259	02/16/2022	15.00
		3080-71-00000-524000-PR8114XX-	22537205	O'REILLY, DANIEL TRACT 3 NORTHERN BYPASS	72260	02/16/2022	15.00
		3080-71-00000-524000-BUDGET01-	22537226	GUNTERS WAY RIGHT-OF-WAY PROJECT	72261	02/16/2022	807.50
		Total Paid by Vendor					**10,358.17**
	Total by Fund 3080						**1,134,740.32**
3205	NORTH GEORGIA CONCRETE INC	3205-71-00000-540100-TE1201XX-	EST NO 6	REDSTONE GATEWAY PHASE III	72109	02/14/2022	95,166.95
		Total Paid by Vendor					**95,166.95**
	Total by Fund 3205						**95,166.95**
3310	HUNTSVILLE UTILITIES	3310-71-00000-515550-00000000-	311010010165-021022	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	72084	02/14/2022	304,277.60
		Total Paid by Vendor					**304,277.60**
	Total by Fund 3310						**304,277.60**
3420	USIQ INC	3420-41-00000-515520-00000000-	20697153-1	SIG ROMEO 5 SIGHTS	72433	02/22/2022	17,100.00
		Total Paid by Vendor					**17,100.00**
	Total by Fund 3420						**17,100.00**
3430	ENTERPRISE RENT-A-CAR	3430-41-00000-515520-00000000-	255217	CAR RENTAL-STAC UNDERCOVER DETAIL	PCard	02/17/2022	227.42
		3430-41-00000-515520-00000000-	255218	CAR RENTAL-STAC UNDERCOVER DETAIL	PCard	02/17/2022	150.02

		Total Paid by Vendor					**377.44**
	EXPRESS OIL CHANGE	3430-41-00000-515520-00000000-	00019-348433	STAC VEHICLE MAINTENANCE/REPAIR-BLANKET PO	72370	02/22/2022	75.99
		3430-41-00000-515520-00000000-	00016-407868	STAC VEHICLE MAINTENANCE/REPAIR-BLANKET PO	72370	02/22/2022	71.99
		3430-41-00000-515520-00000000-	00019-348979	STAC VEHICLE MAINTENANCE/REPAIR-BLANKET PO	PCard	02/24/2022	83.99
		Total Paid by Vendor					**231.97**
	PCARD PAYMENTS	3430-41-00000-515520-00000000-	255193	STAC CELL SVC 12/24/21-1/23/22	PCard	02/14/2022	793.13
		3430-41-00000-515520-00000000-	255198	STAC RADIO SVC 1/13-2/13/22	PCard	02/15/2022	910.00
		3430-41-00000-515520-00000000-	255210	SUPPLIES-STAC PLAQUE	PCard	02/16/2022	20.00
		Total Paid by Vendor					**1,723.13**
	Total by Fund 3430						**2,332.54**
3560	COMMERCIAL FLOORING SERVICES	3560-51-00000-523000-00000000-	I-6417	NEW FLOORING INSTALLATION IN CEMETERY OFFICE	PCard	02/25/2022	10,557.39
		Total Paid by Vendor					**10,557.39**
	OFFICE FURNITURE OUTLET INC	3560-51-00000-515340-00000000-	219902	OFFICE FURNITURE/MAPLE HILL ADM OFFICE	72402	02/23/2022	10,587.71
		Total Paid by Vendor					**10,587.71**
	PRO ELECTRIC INC	3560-51-00000-523000-00000000-	W42998	ELECTRICAL WORK FOR OFFICE EXPANSION	72299	02/17/2022	9,563.65
		3560-51-00000-523000-00000000-	W42998-CO	PROELECTRIC - ADD RECEPTACLE AND DATA DROP	PCard	02/24/2022	546.07
		Total Paid by Vendor					**10,109.72**
	PRO-AIR SERVICES INC	3560-51-00000-523000-00000000-	99153	HVAC SYSTEM FOR CEMETERY RENOVATION	72241	02/15/2022	4,967.39
		Total Paid by Vendor					**4,967.39**
	Total by Fund 3560						**36,222.21**
3900	DUTCH OIL COMPANY INC	3900-44-00000-514010-00000000-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	37.43
		3900-44-00000-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	24.75
		3900-44-00000-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	32.71
		Total Paid by Vendor					**94.89**
	MADISON COUNTY AUTO PARTS INC	3900-44-00000-513030-00000000-	231453	NAPA TRX DATE 021122	72102	02/14/2022	36.00
		3900-44-00000-513030-00000000-	231453	NAPA TRX DATE 021122	72102	02/14/2022	240.90
		3900-44-00000-513030-00000000-	231476	NAPARETURNTRAN 021122	72102	02/14/2022	(36.00)
		3900-44-00000-513030-00000000-	231533	NAPA TRX DATE 021522	72227	02/16/2022	3.84
		3900-44-00000-513030-00000000-	231533	NAPA TRX DATE 021522	72227	02/16/2022	4.58
		Total Paid by Vendor					**249.32**
	Total by Fund 3900						**344.21**
3910	ALABAMA DEPARTMENT OF REVENUE	3910-93-00000-515700-00000000-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	229.06
		Total Paid by Vendor					**229.06**
	HUNTSVILLE UTILITIES	3910-93-00000-515700-00000000-	311010010129-021022	UTILITIES	72218	02/16/2022	10,456.01
		Total Paid by Vendor					**10,456.01**
	Total by Fund 3910						**10,685.07**
3930	ALABAMA DEPARTMENT OF REVENUE	3930-91-00000-515700-00000000-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	215.38
		Total Paid by Vendor					**215.38**
	HUNTSVILLE UTILITIES	3930-91-00000-515700-00000000-	211010022001-020722	UTILITY BILLS	72084	02/14/2022	5,184.12
		3930-91-00000-515700-00000000-	221010067291-020722	UTILITY BILLS	72084	02/14/2022	3,429.69
		3930-91-00000-515700-00000000-	221010246202-020722	UTILITY BILLS	72084	02/14/2022	277.68
		3930-91-00000-515700-00000000-	211010135130-013122	UTILITY BILLS	72084	02/14/2022	1,847.06
		3930-91-00000-515700-00000000-	221010058096-020722	UTILITY BILLS	72084	02/14/2022	57.68
		3930-91-00000-515700-00000000-	211010021967-020722	UTILITY BILLS	72084	02/14/2022	12.34
		3930-91-00000-515700-00000000-	211010021924-020722	UTILITY BILLS	72084	02/14/2022	12.34
		Total Paid by Vendor					**10,820.91**
	Total by Fund 3930						**11,036.29**
4011	MATHENY GOLDMON ARCHITECTURE AND INTERIORS	4011-14-00000-522014-00000000-	4012	ARCHITECTURAL SERVICES-AMPHITH	72394	02/24/2022	121,970.71
		4011-14-00000-522014-00000000-	4012 REIMB EXP	REIMBURSABLE EXPENSES	72394	02/24/2022	3,159.39
		Total Paid by Vendor					**125,130.10**
	OMI INC	4011-14-00000-522014-00000000-	22487	ENGINEERING SERVICES- MIDCITY	72403	02/24/2022	300.00
		4011-14-00000-522014-00000000-	22511	ENGINEERING SERVICES- MIDCITY	72403	02/24/2022	1,048.25
		Total Paid by Vendor					**1,348.25**
	THE ROBINS & MORTON GROUP	4011-14-00000-521020-00000000-	APPL # 03 R1	CONSTRUCTION SERVICES- NEW PAR	72417	02/24/2022	641,236.88
		4011-14-00000-521020-00000000-	RFP #4 R1	CONSTRUCTION SERVICES- NEW PAR	72417	02/24/2022	473,606.15
		4011-14-00000-522014-00000000-	APPL #13 ADMIN	ADMINISTRATIVE COSTS - MID CIT	PCard	02/25/2022	83,498.23
		4011-14-00000-522014-00000000-	APPL #13	CONSTRUCTION MGR AGREEMENT-	PCard	02/25/2022	3,184,753.75
		Total Paid by Vendor					**4,383,095.01**
	VULCAN MATERIALS CO	4011-14-00000-522014-00000000-	51068353	ROCK BLANKET FOR MID-CITY AMPITHEATER	72258	02/15/2022	3,354.15
		4011-14-00000-522014-00000000-	51068353A	CREDIT APPLIED TO INV. 51068353	72258	02/15/2022	(352.50)
		Total Paid by Vendor					**3,001.65**
	Total by Fund 4011						**4,512,575.01**

4015	TURNER CONSTRUCTION COMPANY	4015-14-00000-522010-00000000-	APPL #1	CONSTRUCTION SERVICES-NEW CITY	72431	02/22/2022	1,494,780.75
		Total Paid by Vendor					**1,494,780.75**
	Total by Fund 4015						**1,494,780.75**
6000	ALABAMA DEPARTMENT OF REVENUE	6000-76-76210-515700-00000000-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	878.91
		6000-76-76220-515700-00000000-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	812.37
		6000-76-76230-515700-00000000-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	685.40
		6000-76-76250-515700-00000000-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	2,766.54
		6000-76-76260-515700-00000000-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	2,096.07
		6000-76-76370-515700-00000000-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	2,156.08
		6000-76-76380-515700-00000000-	UT TAX DUE 2/22/22	UTILITY TAX DUE 2/22/22	72173	02/16/2022	29.27
		Total Paid by Vendor					**9,424.64**
	ALABAMA LINE LOCATION CENTER INC.	6000-76-76100-515370-00000000-	012221	LINE LOCATION SERVICES 2022	PCard	02/24/2022	420.00
		Total Paid by Vendor					**420.00**
	ALL SHARPE INC	6000-76-76110-513030-00000000-	40240	COM TX 021422/40240	72182	02/15/2022	80.00
		6000-76-76110-513030-00000000-	40241	COM TX 021422/40241	72182	02/15/2022	80.00
		6000-76-76110-513030-00000000-	40242	COM TX 021422/40242	72182	02/15/2022	80.00
		6000-76-76110-513030-00000000-	40243	COM TX 021422/40243	72182	02/15/2022	80.00
		6000-76-76110-513030-00000000-	40244	COM TX 021422/40244	72182	02/15/2022	80.00
		6000-76-76110-513030-00000000-	40245	COM TX 021422/40245	72182	02/15/2022	80.00
		6000-76-76110-513030-00000000-	40246	COM TC 021422/40246	72182	02/15/2022	80.00
		6000-76-76110-513030-00000000-	40247	COM TX 021422/40247	72182	02/15/2022	80.00
		6000-76-76110-513030-00000000-	40248	COM TX 021422/40248	72182	02/15/2022	80.00
		Total Paid by Vendor					**720.00**
	BRENNTAG MID-SOUTH INC	6000-76-76200-515340-00000000-	BMS74750	PLANT 1	72187	02/16/2022	4,886.47
		6000-76-76200-515340-00000000-	BMS70621	PLANT 4	72187	02/16/2022	4,884.41
		6000-76-76200-515340-00000000-	BMS70622	PLANT 1	72187	02/16/2022	4,873.39
		6000-76-76200-515340-00000000-	BMS70620	PLANT 1	72187	02/16/2022	4,888.65
		6000-76-76200-515340-00000000-	BMS70619	PLANT 2	72187	02/16/2022	4,971.49
		6000-76-76200-515340-00000000-	BMS67920	PLANT 6	72187	02/16/2022	4,945.33
		6000-76-76200-515340-00000000-	BMS75979	PLANT 6	72352	02/23/2022	3,728.62
		Total Paid by Vendor					**33,178.36**
	CC LYNCH AND ASSOCIATES	6000-76-76200-513040-00000000-	220308	REPAIR FOR GIBSON'S SAMPLER (SOLE SOURCE)	72047	02/14/2022	459.56
		6000-76-76100-515370-00000000-	212909	FIELD SERVICE (SOLE SOURCE) (BLANKET)	72273	02/18/2022	700.00
		6000-76-76100-515370-00000000-	220318	FIELD SERVICE (SOLE SOURCE) (BLANKET)	PCard	02/24/2022	900.00
		Total Paid by Vendor					**2,059.56**
	CINTAS	6000-76-76100-515670-00000000-	4108147543	WPC UNIFORMS JANUARY 2022 (BLANKET)	72192	02/16/2022	80.60
		6000-76-76100-515670-00000000-	4107175087	WPC UNIFORMS JANUARY 2022 (BLANKET)	72192	02/16/2022	70.28
		6000-76-76100-515670-00000000-	4107861783	WPC UNIFORMS JANUARY 2022 (BLANKET)	72192	02/16/2022	70.28
		6000-76-76100-515670-00000000-	4107159890	WPC UNIFORMS JANUARY 2022 (BLANKET)	72192	02/16/2022	55.80
		6000-76-76100-515670-00000000-	4107845831	WPC UNIFORMS JANUARY 2022 (BLANKET)	72192	02/16/2022	55.80
		6000-76-76100-515670-00000000-	1902698160	WPC UNIFORMS JANUARY 2022 (BLANKET)	72192	02/16/2022	191.33
		6000-76-76100-515670-00000000-	1902707178	WPC UNIFORMS JANUARY 2022 (BLANKET)	72192	02/16/2022	92.49
		6000-76-76100-515670-00000000-	4107446505	WPC UNIFORMS JANUARY 2022 (BLANKET)	72192	02/16/2022	1,148.85
		6000-76-76100-515670-00000000-	4108148513	WPC UNIFORMS JANUARY 2022 (BLANKET)	72192	02/16/2022	1,120.36
		6000-76-76100-515670-00000000-	4108147522	WPC UNIFORMS JANUARY 2022 (BLANKET)	72192	02/16/2022	20.42
		6000-76-76100-515670-00000000-	4107445388	WPC UNIFORMS JANUARY 2022 (BLANKET)	72192	02/16/2022	80.60
		6000-76-76100-515670-00000000-	4108013553	WPC UNIFORMS JANUARY 2022 (BLANKET)	72192	02/16/2022	106.79
		6000-76-76100-515670-00000000-	4107445366	WPC UNIFORMS JANUARY 2022 (BLANKET)	72192	02/16/2022	20.42
		6000-76-76100-515670-00000000-	4107323072	WPC UNIFORMS JANUARY 2022 (BLANKET)	72192	02/16/2022	135.28
		6000-76-76300-515340-00000000-	4107445204	LAUNDRY RENTAL JANUARY 2022	72192	02/16/2022	35.37
		6000-76-76300-515340-00000000-	4107445222	LAUNDRY RENTAL JANUARY 2022	72192	02/16/2022	41.57
		6000-76-76300-515340-00000000-	4108147334	LAUNDRY RENTAL JANUARY 2022	72192	02/16/2022	41.57
		6000-76-76300-515340-00000000-	4107445404	LAUNDRY RENTAL JANUARY 2022	72191	02/16/2022	15.57
		6000-76-76300-515340-00000000-	4108147382	LAUNDRY RENTAL JANUARY 2022	72192	02/16/2022	35.37
		6000-76-76300-515340-00000000-	4107322963	LAUNDRY RENTAL JANUARY 2022	72191	02/16/2022	12.47
		6000-76-76100-515670-00000000-	4109218893	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72192	02/16/2022	55.80
		6000-76-76100-515670-00000000-	4109235705	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72192	02/16/2022	115.90
		6000-76-76100-515670-00000000-	4109523452	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72192	02/16/2022	20.42
		6000-76-76100-515670-00000000-	4109523331	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72192	02/16/2022	80.60
		6000-76-76100-515670-00000000-	4109376436	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72192	02/16/2022	106.79
		6000-76-76300-515340-00000000-	4109523437	LAUNDRY RENTAL FEBRUARY 2022	72191	02/16/2022	15.57
		6000-76-76300-515340-00000000-	4109523207	LAUNDRY RENTAL FEBRUARY 2022	72192	02/16/2022	41.57

	6000-76-76300-515340-00000000-	4109523211	LAUNDRY RENTAL FEBRUARY 2022	72192	02/16/2022	35.37
	6000-76-76300-515340-00000000-	4109376287	LAUNDRY RENTAL FEBRUARY 2022	72191	02/16/2022	12.47
	6000-76-76100-515670-00000000-	4109524701	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72192	02/16/2022	1,408.30
	6000-76-76300-515340-00000000-	4108013408	LAUNDRY RENTAL JANUARY 2022	72274	02/18/2022	12.47
	6000-76-76300-515340-00000000-	4108147447	LAUNDRY RENTAL JANUARY 2022	72274	02/18/2022	15.57
	6000-76-76100-515670-00000000-	4110197658	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	72357	02/23/2022	1,148.85
	6000-76-76300-515340-00000000-	4110196112	LAUNDRY RENTAL FEBRUARY 2022	PCard	02/24/2022	35.37
	6000-76-76100-515670-00000000-	4109525872	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	PCard	02/25/2022	30.18
	6000-76-76100-515670-00000000-	4110919388	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	PCard	02/25/2022	30.18
	6000-76-76100-515670-00000000-	4110199443	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	PCard	02/25/2022	30.18
	6000-76-76100-515670-00000000-	4109893362	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	PCard	02/25/2022	55.80
	6000-76-76100-515670-00000000-	4110196363	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	PCard	02/25/2022	80.60
	6000-76-76100-515670-00000000-	4109910002	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	PCard	02/25/2022	70.28
	6000-76-76100-515670-00000000-	4110196261	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	PCard	02/25/2022	20.42
	6000-76-76100-515670-00000000-	4110060289	WPC UNIFORMS FEBRUARY 2022 (BLANKET)	PCard	02/25/2022	394.73
	6000-76-76300-515340-00000000-	4110196001	LAUNDRY RENTAL FEBRUARY 2022	PCard	02/25/2022	41.57
	6000-76-76300-515340-00000000-	4110060218	LAUNDRY RENTAL FEBRUARY 2022	PCard	02/25/2022	12.47
	Total Paid by Vendor					**7,302.68**
CORE & MAIN LP	6000-76-76230-513040-00000000-	Q096802	PL5 CLARIFIER DRAIN VALVES	72276	02/18/2022	2,269.50
	6000-76-76230-513040-00000000-	Q381903	PLANT 5	72362	02/23/2022	710.52
	6000-00-00000-140100-00000000-	Q347027	INVENTORY	72362	02/23/2022	15,000.00
	6000-76-00000-526000-00000000-	Q257365	CHASE CHLORINE CONTACT CHAMBER	72362	02/23/2022	2,862.00
	6000-00-00000-140100-00000000-	P872625	INVENTORY STOCK	72362	02/23/2022	27,163.67
	Total Paid by Vendor					**48,005.69**
COWIN EQUIPMENT CO INC	6000-76-00000-526000-00000000-	RSA024942 7	CHASE CHLORINE CONTACT CHAMBER	72196	02/16/2022	4,200.00
	6000-76-00000-526000-00000000-	RSA026468 2	CHASE CHLORINE CONTACT CHAMBER	PCard	02/24/2022	5,200.00
	Total Paid by Vendor					**9,400.00**
DUTCH OIL COMPANY INC	6000-76-76110-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	21.59
	6000-76-76110-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	311.00
	6000-76-76110-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	739.05
	6000-76-76110-514010-00000000-	CFN-10595	FUELING TRANS DATED 020822	72059	02/14/2022	113.35
	6000-76-76110-514010-00000000-	CFN-10595	FUELING TRANS DATED 020822	72059	02/14/2022	365.76
	6000-76-76110-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	82.27
	6000-76-76110-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	172.40
	6000-76-76110-514010-00000000-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	54.24
	6000-76-76110-514010-00000000-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	173.67
	6000-76-76110-514010-00000000-	CFN-10659	FUELING TRANS DATED 021122	72059	02/14/2022	32.60
	6000-76-76110-514010-00000000-	CFN-10659	FUELING TRANS DATED 021122	72059	02/14/2022	98.35
	6000-76-76110-514010-00000000-	CFN-10676	FUELING TRANS DATED 021222	72059	02/14/2022	59.83
	6000-76-76110-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	105.53
	6000-76-76110-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	256.71
	6000-76-76110-514010-00000000-	CFN-10905	FUELING TRANS DATED 021722	72279	02/21/2022	67.46
	6000-76-76110-514010-00000000-	CFN-10905	FUELING TRANS DATED 021722	72279	02/21/2022	329.53
	6000-76-76110-514010-00000000-	CFN-10895	FUELING TRANS DATED 021622	72279	02/21/2022	24.51
	6000-76-76110-514010-00000000-	CFN-10895	FUELING TRANS DATED 021622	72279	02/21/2022	400.40
	6000-76-76110-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	1,350.23
	6000-76-76110-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	38.97
	6000-76-76110-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	53.85
	6000-76-76110-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	191.36
	6000-76-76110-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	304.58
	6000-76-76110-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	100.22
	6000-76-76110-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	707.22
	Total Paid by Vendor					**6,154.68**
EDDIE POSEY GARAGE LLC	6000-76-76110-513030-00000000-	33766	R&M EQ #021059 (OVER 25,000 GVWR)	72201	02/15/2022	964.00
	6000-76-76110-513030-00000000-	33862	R&M EQ #021753	72201	02/15/2022	511.85
	6000-76-76110-513030-00000000-	33908	R&M EQ #022058	72201	02/15/2022	295.58
	6000-76-76110-513030-00000000-	33837	R&M EQ #021643	72201	02/15/2022	898.86
	Total Paid by Vendor					**2,670.29**
ENERSOLV CORPORATION	6000-76-76100-515370-00000000-	99 3919 FEB	LAB SAMPLES TESTING (BLANKET)	72368	02/23/2022	508.00
	Total Paid by Vendor					**508.00**
FOX SCIENTIFIC INC	6000-76-76200-515340-00000000-	S1143164.001	LAB SUPPLIES	72204	02/16/2022	1,281.94
	6000-76-76200-515340-00000000-	S1143164.003	LAB SUPPLIES	72374	02/23/2022	686.02

	6000-76-76200-515340-00000000-	S1143164.002	LAB SUPPLIES	72374	02/23/2022	305.36
	Total Paid by Vendor					**2,273.32**
FREEDOM POWERSPORTS HUNTSVILLE LLC	6000-76-76110-513030-00000000-	5071414	R & M 2016 POLARIS RANGER	72068	02/14/2022	2,597.12
	Total Paid by Vendor					**2,597.12**
GARVER LLC	6000-76-00000-526000-00000000-	21W10220-1	ENG DESIGN SVCS FOR WESTERN AREA WWTP EXPANSION	72205	02/16/2022	50,000.00
	6000-76-00000-526000-00000000-	21W10220-2	ENG DESIGN SVCS FOR WESTERN AREA WWTP EXPANSION	72376	02/23/2022	200,000.00
	Total Paid by Vendor					**250,000.00**
GRAYBAR ELECTRIC COMPANY	6000-76-76370-513040-00000000-	9325510650	565 LIFT STATION	72209	02/16/2022	2,555.69
	Total Paid by Vendor					**2,555.69**
HACH COMPANY	6000-76-76200-515340-00000000-	12876948	LAB SUPPLIES (SOLE SOURCE)	72211	02/16/2022	1,205.56
	6000-76-76200-515340-00000000-	12892372	LAB SUPPLIES (SOLE SOURCE)	72380	02/23/2022	137.06
	6000-76-76200-515340-00000000-	12898575	LAB SUPPLIES (SOLE SOURCE)	PCard	02/24/2022	731.36
	Total Paid by Vendor					**2,073.98**
HOLSTON GASES INC	6000-76-76200-515340-00000000-	143190	MAINTENANCE SHOP (3 QUOTES ATTACHED)	72283	02/18/2022	5,280.95
	6000-76-76200-515340-00000000-	267723	MAINTENANCE SHOP (3 QUOTES ATTACHED)	72283	02/18/2022	3,805.00
	Total Paid by Vendor					**9,085.95**
HOME DEPOT USA INC	6000-00-00000-140100-00000000-	667623425	JANITORIAL SUPPLIES	72284	02/21/2022	17.88
	6000-76-76200-515340-00000000-	669976763	JANITORIAL SUPPLIES FOR PLANTS	72382	02/22/2022	935.40
	6000-00-00000-140100-00000000-	669976771	JANITORIAL SUPPLIES INVENTORY	72382	02/22/2022	72.60
	Total Paid by Vendor					**1,025.88**
HUNTSVILLE FASTENER & SUPPLY INC	6000-76-76200-513040-00000000-	5938101	FOR MAINENANCE REPAIRS (BLANKET)	PCard	02/24/2022	86.40
	Total Paid by Vendor					**86.40**
INDUSTRIAL CONTRACTOR SUPPLY LLC	6000-76-76200-515340-00000000-	52353	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	PCard	02/24/2022	6,791.46
	6000-76-76200-515340-00000000-	52301	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	PCard	02/24/2022	367.53
	6000-76-76200-515340-00000000-	52281	SAFETY ITEMS, POWER TOOLS/CONST (BLANKET)	PCard	02/24/2022	34.84
	6000-00-00000-140100-00000000-	52255	SAFETY/CONSTRUCTION MATERIALS (BLANKET)	PCard	02/24/2022	105.00
	Total Paid by Vendor					**7,298.83**
ISCO INDUSTRIES INC	6000-76-76110-520100-00000000-	06052634	SWAP CARRIAGE FOR EQ#094478 (SOLE SOURCE)	PCard	02/25/2022	121.96
	Total Paid by Vendor					**121.96**
JAMES R HALL	6000-76-76110-513030-00000000-	55703	COM TX 021822/55703	72415	02/22/2022	250.00
	Total Paid by Vendor					**250.00**
MADISON COUNTY AUTO PARTS INC	6000-76-76110-513030-00000000-	231599	NAPA TRX DATE 021622	72291	02/21/2022	3.14
	6000-76-76110-513030-00000000-	231599	NAPA TRX DATE 021622	72291	02/21/2022	4.58
	6000-76-76110-513030-00000000-	231599	NAPA TRX DATE 021622	72291	02/21/2022	18.00
	6000-76-76110-513030-00000000-	231599	NAPA TRX DATE 021622	72291	02/21/2022	40.38
	6000-76-76110-513030-00000000-	231599	NAPA TRX DATE 021622	72291	02/21/2022	113.86
	6000-76-76110-513030-00000000-	231642	NAPA TRX DATE 021722	72291	02/21/2022	4.58
	6000-76-76110-513030-00000000-	231642	NAPA TRX DATE 021722	72291	02/21/2022	9.52
	6000-76-76110-513030-00000000-	231707	NAPA TRX DATE 021822	72291	02/21/2022	3.14
	6000-76-76110-513030-00000000-	231707	NAPA TRX DATE 021822	72291	02/21/2022	9.02
	6000-76-76110-513030-00000000-	231707	NAPA TRX DATE 021822	72291	02/21/2022	16.96
	6000-76-76110-513030-00000000-	231707	NAPA TRX DATE 021822	72291	02/21/2022	23.32
	6000-76-76110-513030-00000000-	231707	NAPA TRX DATE 021822	72291	02/21/2022	121.88
	6000-76-76110-513030-00000000-	231482	AUTO PARTS (BLANKET)	72392	02/22/2022	1,345.76
	6000-76-76110-513030-00000000-	231018	NAPA TRX DATE 012822	PCard	02/24/2022	3.14
	6000-76-76110-513030-00000000-	231018	NAPA TRX DATE 012822	PCard	02/24/2022	16.96
	6000-76-76110-513030-00000000-	231018	NAPA TRX DATE 012822	PCard	02/24/2022	61.80
	6000-76-76110-513030-00000000-	231018	NAPA TRX DATE 012822	PCard	02/24/2022	70.36
	Total Paid by Vendor					**1,866.40**
MR ROOTER PLUMBING	6000-76-76300-516030-00000000-	442407	PUMPING-MONTE SANO/VARIOUS PROJECTS(BLANKET)	72297	02/17/2022	125.00
	Total Paid by Vendor					**125.00**
PENHALL COMPANY	6000-76-76370-513040-00000000-	100729	PUMP STATIONS (BLANKET)	72237	02/16/2022	1,750.00
	Total Paid by Vendor					**1,750.00**
SEXTON WELDING SUPPLY	6000-76-76200-515340-00000000-	3405034	CYLINDER RENTAL FOR MAINT SHOP (BLANKET)	PCard	02/24/2022	340.00
	Total Paid by Vendor					**340.00**
SHARP COMMUNICATION INC.	6000-76-76100-515070-00000000-	80077086	SMART RADIOS (BLANKET)	72137	02/14/2022	126.78
	Total Paid by Vendor					**126.78**
SOLID WASTE DISPOSAL AUTHORITY	6000-76-76200-515730-00000000-	T1004369	SOLID WASTE DISPOSAL-BLANKET (OCT 2021-SEP 2022)	72140	02/14/2022	15,347.96
	Total Paid by Vendor					**15,347.96**
STAPLES INC	6000-76-76100-515340-00000000-	3499549034	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	PCard	02/24/2022	73.60
	6000-76-76100-515340-00000000-	3499549036	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	PCard	02/24/2022	319.98
	6000-76-76200-515340-00000000-	3499549045	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	PCard	02/24/2022	259.92

		Total Paid by Vendor					**653.50**
	STRICKLAND COMPANIES	6000-76-76200-515340-00000000-	HU879950-00	FOR WPC ADMIN	72429	02/23/2022	139.75
		Total Paid by Vendor					**139.75**
	TOWN OF TRIANA	6000-76-76260-515700-00000000-	355-012822	UTILITIES BLANKET (OCT 2021-SEPT 2022)	72151	02/14/2022	67.60
		Total Paid by Vendor					**67.60**
	TRI COUNTY SHOES INCORPORATED	6000-76-76100-515670-00000000-	20220214068695	BOOTS FOR WPC EMPLOYEES (BLANKET)	72244	02/15/2022	130.00
		Total Paid by Vendor					**130.00**
	TRIGREEN EQUIPMENT	6000-76-76110-513030-00000000-	4682675	COM TX 021422/ 4682675	72257	02/15/2022	1,587.33
		6000-76-76110-513030-00000000-	4697104	COM TX 021422/ 4697104	72257	02/15/2022	125.00
		Total Paid by Vendor					**1,712.33**
	VULCAN MATERIALS CO	6000-76-76300-516030-00000000-	51105456	POINT REPAIR (BLANKET)	72162	02/14/2022	2,883.39
		6000-76-76300-516030-00000000-	51105457	POINT REPAIR (BLANKET)	72162	02/14/2022	838.85
		6000-76-76300-516030-00000000-	51105455	POINT REPAIR (BLANKET)	72162	02/14/2022	353.75
		Total Paid by Vendor					**4,075.99**
	Total by Fund 6000						**423,548.34**
6010	COWIN EQUIPMENT CO INC	6010-76-00000-526000-00000000-	RSA023201 13	JAKE DR	72196	02/16/2022	12,300.00
		6010-76-00000-526000-00000000-	RSA025957 4	JAKE DR	72196	02/16/2022	8,300.00
		6010-76-00000-526000-00000000-	RSA023201 14	JAKE DR	PCard	02/24/2022	9,965.00
		6010-76-00000-526000-00000000-	RSA025733 5	JAKE DR	PCard	02/24/2022	3,600.00
		Total Paid by Vendor					**34,165.00**
	CSX TRANSPORTATION INC	6010-76-00000-526000-00000000-	8420583	SEWER CROSSING RENEWAL	PCard	02/24/2022	100.00
		Total Paid by Vendor					**100.00**
	GARVER LLC	6010-76-00000-526000-00000000-	21S02362-1	2021 WPC ON CALL SURVEYING CONTRACT 2	PCard	02/24/2022	7,862.50
		Total Paid by Vendor					**7,862.50**
	HYDRA SERVICE INC	6010-76-00000-526000-00000000-	155765	BOB WALLACE (SOLE SOURCE)	72219	02/16/2022	1,683.00
		6010-76-00000-526000-00000000-	155386	BOEING PUMP EQUIP RENTAL (SOLE SOURCE) (BLANKET)	72219	02/16/2022	126.00
		6010-76-00000-526000-00000000-	156168	SPORTSMAN PARK (SOLE SOURCE)	72385	02/23/2022	2,300.00
		Total Paid by Vendor					**4,109.00**
	VULCAN MATERIALS CO	6010-76-00000-526000-00000000-	51101142	JAKE DR	PCard	02/25/2022	2,025.19
		6010-76-00000-526000-00000000-	51101143	JAKE DR	PCard	02/25/2022	4,416.86
		Total Paid by Vendor					**6,442.05**
	WENDY RENEE WALDREP	6010-76-00000-526000-00000000-	1252122	OPERATOR CERT/ADDITIONAL TRAINING(BLANKET)	72438	02/22/2022	3,000.00
		Total Paid by Vendor					**3,000.00**
	Total by Fund 6010						**55,678.55**
6020	GARVER LLC	6020-76-00000-526000-00000000-	21W10070-5	WPC ON CALL PROCESS IMPROVEMENTS 2021	PCard	02/24/2022	1,110.00
		Total Paid by Vendor					**1,110.00**
	Total by Fund 6020						**1,110.00**
6030	COWIN EQUIPMENT CO INC	6030-71-00000-526000-00000000-	RSA022468 14	BOEING	72196	02/16/2022	3,800.00
		6030-71-00000-526000-00000000-	RSA022275 15	BOEING	72196	02/16/2022	8,900.00
		6030-71-00000-526000-00000000-	RSA022486 16	BOEING	72196	02/16/2022	12,300.00
		6030-71-00000-526000-00000000-	RSA021962 18	TAYLOR RD FM	72196	02/16/2022	3,600.00
		6030-71-00000-526000-00000000-	RSA025398 10	TAYLOR RD FORCE MAIN	PCard	02/24/2022	3,800.00
		6030-71-00000-526000-00000000-	RSA019316 27	FIELDS AT HAYES FARM	PCard	02/24/2022	8,900.00
		6030-71-00000-526000-00000000-	RSA022385 15	BOEING	PCard	02/24/2022	6,900.00
		6030-71-00000-526000-00000000-	RSA019386 23	FIELDS AT HAYES FARM	PCard	02/25/2022	18,000.00
		Total Paid by Vendor					**66,200.00**
	HYDRA SERVICE INC	6030-71-00000-526000-00000000-	155778	FIELDS AT HAYES FARM(SOLE SOURCE)(BLANKET)	72219	02/16/2022	2,569.00
		6030-71-00000-526000-00000000-	155762	BOEING (SOLE SOURCE)(BLANKET)	72219	02/16/2022	3,228.00
		6030-71-00000-526000-00000000-	155763	WILSON COVE (SOLE SOURCE)(BLANKET)	72219	02/16/2022	2,738.00
		6030-71-00000-526000-00000000-	156139	FIELDS AT HAYES FARM	72385	02/23/2022	32,250.00
		6030-71-00000-526000-00000000-	156137	GREENBRIER SANITARY SEWER IMPROVEMENTS	72385	02/23/2022	76,775.01
		6030-71-00000-526000-00000000-	156087	FIELDS AT HAYES FARM(SOLE SOURCE)(BLANKET)	72385	02/23/2022	2,067.00
		6030-71-00000-526000-00000000-	156069	BOEING (SOLE SOURCE)(BLANKET)	72385	02/23/2022	1,935.00
		Total Paid by Vendor					**121,562.01**
	MR ROOTER PLUMBING	6030-71-00000-526000-00000000-	442285	PUMPING-AMAZON BLANKET	72233	02/15/2022	1,000.00
		6030-71-00000-526000-00000000-	442322	PUMPING-AMAZON BLANKET	72233	02/15/2022	1,312.50
		6030-71-00000-526000-00000000-	442337	PUMPING-AMAZON BLANKET	72233	02/15/2022	1,050.00
		6030-71-00000-526000-00000000-	442381	PUMPING-AMAZON BLANKET	72294	02/17/2022	1,100.00
		6030-71-00000-526000-00000000-	442073	PUMPING-AMAZON BLANKET	72294	02/17/2022	1,250.00
		6030-71-00000-526000-00000000-	442089	PUMPING-AMAZON BLANKET	72295	02/17/2022	875.00
		6030-71-00000-526000-00000000-	442183	PUMPING-AMAZON BLANKET	72294	02/17/2022	1,250.00
		6030-71-00000-526000-00000000-	442197	PUMPING-AMAZON BLANKET	72295	02/17/2022	875.00

6030-71-00000-526000-00000000-	442225	PUMPING-AMAZON BLANKET	72294	02/17/2022	1,250.00
6030-71-00000-526000-00000000-	441902	PUMPING-AMAZON BLANKET	72293	02/17/2022	5,000.00
6030-71-00000-526000-00000000-	442211	PUMPING-BELLOWS BRANCH (BLANKET)	72294	02/17/2022	1,000.00
6030-71-00000-526000-00000000-	442286	PUMPING-BELLOWS BRANCH (BLANKET)	72296	02/17/2022	375.00
6030-71-00000-526000-00000000-	442321	PUMPING-BELLOWS BRANCH (BLANKET)	72296	02/17/2022	125.00
6030-71-00000-526000-00000000-	442340	PUMPING-BELLOWS BRANCH (BLANKET)	72296	02/17/2022	250.00
6030-71-00000-526000-00000000-	441997	PUMPING-AMAZON BLANKET	72294	02/17/2022	1,000.00
6030-71-00000-526000-00000000-	441995	PUMPING-BELLOWS BRANCH (BLANKET)	72296	02/17/2022	125.00
6030-71-00000-526000-00000000-	442071	PUMPING-BELLOWS BRANCH (BLANKET)	72296	02/17/2022	250.00
6030-71-00000-526000-00000000-	442139	PUMPING-BELLOWS BRANCH (BLANKET)	72296	02/17/2022	125.00
6030-71-00000-526000-00000000-	442178	PUMPING-BELLOWS BRANCH (BLANKET)	72295	02/17/2022	675.00
6030-71-00000-526000-00000000-	441905	PUMPING-WILSON COVE (BLANKET)	72293	02/17/2022	6,125.00
6030-71-00000-526000-00000000-	441981	PUMPING-WILSON COVE (BLANKET)	72294	02/17/2022	1,375.00
6030-71-00000-526000-00000000-	441984	PUMPING-WILSON COVE (BLANKET)	72293	02/17/2022	1,875.00
6030-71-00000-526000-00000000-	442273	PUMPING-WILSON COVE (BLANKET)	72293	02/17/2022	6,500.00
6030-71-00000-526000-00000000-	442066	PUMPING-WILSON COVE (BLANKET)	72293	02/17/2022	1,750.00
6030-71-00000-526000-00000000-	442025	PUMPING-WILSON COVE (BLANKET)	72293	02/17/2022	1,875.00
6030-71-00000-526000-00000000-	442032	PUMPING-WILSON COVE (BLANKET)	72293	02/17/2022	1,750.00
6030-71-00000-526000-00000000-	442098	PUMPING-WILSON COVE (BLANKET)	72293	02/17/2022	1,875.00
6030-71-00000-526000-00000000-	442134	PUMPING-WILSON COVE (BLANKET)	72295	02/17/2022	687.50
6030-71-00000-526000-00000000-	442130	PUMPING-WILSON COVE (BLANKET)	72293	02/17/2022	2,500.00
6030-71-00000-526000-00000000-	442172	PUMPING-WILSON COVE (BLANKET)	72293	02/17/2022	1,750.00
6030-71-00000-526000-00000000-	442274	PUMPING-WILSON COVE (BLANKET)	72293	02/17/2022	3,625.00
6030-71-00000-526000-00000000-	442143	PUMPING-WILSON COVE (BLANKET)	72293	02/17/2022	1,875.00
6030-71-00000-526000-00000000-	442192	PUMPING-WILSON COVE (BLANKET)	72293	02/17/2022	1,875.00
6030-71-00000-526000-00000000-	442186	PUMPING-WILSON COVE (BLANKET)	72293	02/17/2022	1,875.00
6030-71-00000-526000-00000000-	442204	PUMPING-WILSON COVE (BLANKET)	72294	02/17/2022	1,475.00
6030-71-00000-526000-00000000-	442215	PUMPING-WILSON COVE (BLANKET)	72294	02/17/2022	1,500.00
6030-71-00000-526000-00000000-	442228	PUMPING-WILSON COVE (BLANKET)	72295	02/17/2022	875.00
6030-71-00000-526000-00000000-	442245	PUMPING-WILSON COVE (BLANKET)	72294	02/17/2022	1,650.00
6030-71-00000-526000-00000000-	442251	PUMPING-WILSON COVE (BLANKET)	72293	02/17/2022	1,950.00
6030-71-00000-526000-00000000-	442315	PUMPING-WILSON COVE (BLANKET)	72293	02/17/2022	2,025.00
6030-71-00000-526000-00000000-	442289	PUMPING-WILSON COVE (BLANKET)	72294	02/17/2022	1,000.00
6030-71-00000-526000-00000000-	442355	PUMPING-WILSON COVE (BLANKET)	72295	02/17/2022	625.00
6030-71-00000-526000-00000000-	442352	PUMPING-WILSON COVE (BLANKET)	72294	02/17/2022	1,250.00
6030-71-00000-526000-00000000-	442391	PUMPING-WILSON COVE (BLANKET)	72294	02/17/2022	1,250.00
6030-71-00000-526000-00000000-	442403	PUMPING-WILSON COVE (BLANKET)	72296	02/17/2022	437.50
6030-71-00000-526000-00000000-	442423	PUMPING-WILSON COVE (BLANKET)	72293	02/17/2022	1,875.00
6030-71-00000-526000-00000000-	442439	PUMPING-WILSON COVE (BLANKET)	72294	02/17/2022	1,625.00
6030-71-00000-526000-00000000-	441904	PUMPING-MEADOWS (BLANKET)	72293	02/17/2022	7,500.00
6030-71-00000-526000-00000000-	442275	PUMPING-MEADOWS (BLANKET)	72293	02/17/2022	4,125.00
6030-71-00000-526000-00000000-	441983	PUMPING-MEADOWS (BLANKET)	72295	02/17/2022	625.00
6030-71-00000-526000-00000000-	441985	PUMPING-MEADOWS (BLANKET)	72293	02/17/2022	1,875.00
6030-71-00000-526000-00000000-	442068	PUMPING-MEADOWS (BLANKET)	72293	02/17/2022	2,375.00
6030-71-00000-526000-00000000-	441901	PUMPING-MEADOWS (BLANKET)	72293	02/17/2022	5,375.00
6030-71-00000-526000-00000000-	442026	PUMPING-MEADOWS (BLANKET)	72294	02/17/2022	1,250.00
6030-71-00000-526000-00000000-	442084	PUMPING-MEADOWS (BLANKET)	72294	02/17/2022	1,500.00
6030-71-00000-526000-00000000-	442100	PUMPING-MEADOWS (BLANKET)	72293	02/17/2022	1,875.00
6030-71-00000-526000-00000000-	442132	PUMPING-MEADOWS (BLANKET)	72294	02/18/2022	1,750.00
6030-71-00000-526000-00000000-	442173	PUMPING-MEADOWS (BLANKET)	72294	02/18/2022	1,250.00
6030-71-00000-526000-00000000-	442144	PUMPING-MEADOWS (BLANKET)	72294	02/18/2022	1,250.00
6030-71-00000-526000-00000000-	442193	PUMPING-MEADOWS (BLANKET)	72293	02/18/2022	1,875.00
6030-71-00000-526000-00000000-	442188	PUMPING-MEADOWS (BLANKET)	72293	02/18/2022	4,375.00
6030-71-00000-526000-00000000-	442205	PUMPING-MEADOWS (BLANKET)	72293	02/18/2022	2,200.00
6030-71-00000-526000-00000000-	442216	PUMPING-MEADOWS (BLANKET)	72295	02/18/2022	625.00
6030-71-00000-526000-00000000-	442276	PUMPING-MEADOWS (BLANKET)	72293	02/18/2022	1,750.00
6030-71-00000-526000-00000000-	442230	PUMPING-MEADOWS (BLANKET)	72293	02/18/2022	3,750.00
6030-71-00000-526000-00000000-	442246	PUMPING-MEADOWS (BLANKET)	72293	02/18/2022	2,200.00
6030-71-00000-526000-00000000-	442303	PUMPING-MEADOWS (BLANKET)	72294	02/18/2022	1,000.00
6030-71-00000-526000-00000000-	442316	PUMPING-MEADOWS (BLANKET)	72294	02/18/2022	1,225.00
6030-71-00000-526000-00000000-	442290	PUMPING-MEADOWS (BLANKET)	72293	02/18/2022	1,875.00
6030-71-00000-526000-00000000-	442357	PUMPING-MEADOWS (BLANKET)	72295	02/18/2022	625.00

		6030-71-00000-526000-00000000-	442353	PUMPING-MEADOWS (BLANKET)	72296	02/18/2022	500.00
		6030-71-00000-526000-00000000-	442392	PUMPING-MEADOWS (BLANKET)	72295	02/18/2022	625.00
		6030-71-00000-526000-00000000-	442405	PUMPING-MEADOWS (BLANKET)	72296	02/18/2022	437.00
		6030-71-00000-526000-00000000-	442408	PUMPING-MEADOWS (BLANKET)	72294	02/18/2022	1,125.00
		6030-71-00000-526000-00000000-	442441	PUMPING-MEADOWS (BLANKET)	72294	02/18/2022	1,625.00
		6030-71-00000-526000-00000000-	441996	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72295	02/18/2022	875.00
		6030-71-00000-526000-00000000-	441987	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72295	02/17/2022	625.00
		6030-71-00000-526000-00000000-	442069	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72295	02/17/2022	625.00
		6030-71-00000-526000-00000000-	442072	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72296	02/17/2022	500.00
		6030-71-00000-526000-00000000-	442038	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72295	02/17/2022	812.50
		6030-71-00000-526000-00000000-	442006	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72296	02/17/2022	437.50
		6030-71-00000-526000-00000000-	442140	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72296	02/17/2022	562.50
		6030-71-00000-526000-00000000-	442181	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72296	02/17/2022	500.00
		6030-71-00000-526000-00000000-	442147	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72295	02/17/2022	625.00
		6030-71-00000-526000-00000000-	442179	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72294	02/17/2022	975.00
		6030-71-00000-526000-00000000-	442212	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72295	02/17/2022	625.00
		6030-71-00000-526000-00000000-	442208	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72296	02/17/2022	500.00
		6030-71-00000-526000-00000000-	442218	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72295	02/17/2022	625.00
		6030-71-00000-526000-00000000-	442287	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72295	02/17/2022	625.00
		6030-71-00000-526000-00000000-	442304	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72295	02/18/2022	625.00
		6030-71-00000-526000-00000000-	442320	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72296	02/18/2022	625.00
		6030-71-00000-526000-00000000-	442318	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72295	02/18/2022	875.00
		6030-71-00000-526000-00000000-	442348	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72296	02/18/2022	625.00
		6030-71-00000-526000-00000000-	442389	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72296	02/18/2022	625.00
		6030-71-00000-526000-00000000-	442341	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72295	02/18/2022	850.00
		6030-71-00000-526000-00000000-	442379	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72296	02/18/2022	550.00
		6030-71-00000-526000-00000000-	442410	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72294	02/18/2022	1,125.00
		6030-71-00000-526000-00000000-	442442	PUMPING-FIELDS AT HAYES FARM (BLANKET)	72296	02/18/2022	550.00
		6030-71-00000-526000-00000000-	441982	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72296	02/18/2022	625.00
		6030-71-00000-526000-00000000-	441986	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72296	02/18/2022	625.00
		6030-71-00000-526000-00000000-	442067	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72296	02/18/2022	500.00
		6030-71-00000-526000-00000000-	442024	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72296	02/18/2022	625.00
		6030-71-00000-526000-00000000-	442031	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72296	02/18/2022	625.00
		6030-71-00000-526000-00000000-	442099	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72296	02/18/2022	625.00
		6030-71-00000-526000-00000000-	442131	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72296	02/21/2022	437.50
		6030-71-00000-526000-00000000-	442171	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72295	02/21/2022	750.00
		6030-71-00000-526000-00000000-	442142	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72296	02/21/2022	500.00
		6030-71-00000-526000-00000000-	442194	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72295	02/21/2022	625.00
		6030-71-00000-526000-00000000-	442187	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72294	02/21/2022	1,000.00
		6030-71-00000-526000-00000000-	442206	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72295	02/21/2022	862.50
		6030-71-00000-526000-00000000-	442214	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72296	02/21/2022	625.00
		6030-71-00000-526000-00000000-	442229	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72296	02/21/2022	625.00
		6030-71-00000-526000-00000000-	442247	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72295	02/21/2022	687.50
		6030-71-00000-526000-00000000-	442250	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72295	02/21/2022	800.00
		6030-71-00000-526000-00000000-	442314	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72294	02/21/2022	1,100.00
		6030-71-00000-526000-00000000-	442291	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72294	02/21/2022	1,250.00
		6030-71-00000-526000-00000000-	442356	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72295	02/21/2022	625.00
		6030-71-00000-526000-00000000-	442354	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72295	02/21/2022	625.00
		6030-71-00000-526000-00000000-	442393	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72295	02/21/2022	625.00
		6030-71-00000-526000-00000000-	442404	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72294	02/21/2022	875.00
		6030-71-00000-526000-00000000-	442424	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72295	02/21/2022	625.00
		6030-71-00000-526000-00000000-	442409	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72296	02/21/2022	500.00
		6030-71-00000-526000-00000000-	442440	PUMPING-MOUNTAIN PRESERVE (BLANKET)	72294	02/21/2022	937.50
		Total Paid by Vendor					**163,362.00**
	PENHALL COMPANY	6030-71-00000-526000-00000000-	102785	WILSON COVE	PCard	02/25/2022	962.50
		Total Paid by Vendor					**962.50**
	Total by Fund 6030						**352,086.51**
6040	GARVER LLC	6040-71-00000-526000-00000000-	21S02640-4	BIG COVE SERVICE BASIN C/A SER	72069	02/14/2022	40,080.00
		Total Paid by Vendor					**40,080.00**
	SAIN ASSOCIATES INC	6040-71-00000-526000-00000000-	49073	REDSTONE GATEWAY PHASE 3 SAN S	72132	02/14/2022	3,745.00
		Total Paid by Vendor					**3,745.00**
	Total by Fund 6040						**43,825.00**

6200	A-1 GLASS & AUTO LLC	6200-55-55200-513030-00000000-	2267	COM TX 021422/2267	72174	02/15/2022	125.00
		Total Paid by Vendor					**125.00**
	ALL SHARPE INC	6200-55-55200-513030-00000000-	40252	COM TX 021822/40252	72347	02/22/2022	80.00
		6200-55-55200-513030-00000000-	40253	COM TX 021822/40253	72347	02/22/2022	80.00
		6200-55-55200-513030-00000000-	40254	COM TX 021822/40254	72347	02/22/2022	80.00
		Total Paid by Vendor					**240.00**
	DUTCH OIL COMPANY INC	6200-55-55200-514010-00000000-	CFN-10550	FUELING TRANS DATED 020422	72060	02/14/2022	1,323.07
		6200-55-55200-514010-00000000-	CFN-10566	FUELING TRANS DATED 020522	72060	02/14/2022	886.95
		6200-55-55200-514010-00000000-	CFN-10578	FUELING TRANS DATED 020722	72059	02/14/2022	3,943.67
		6200-55-55200-514010-00000000-	CFN-10595	FUELING TRANS DATED 020822	72059	02/14/2022	4,031.64
		6200-55-55200-514010-00000000-	CFN-10623	FUELING TRANS DATED 020922	72059	02/14/2022	3,573.30
		6200-55-55200-514010-00000000-	CFN-10640	FUELING TRANS DATED 021022	72059	02/14/2022	3,682.55
		6200-55-55200-514010-00000000-	CFN-10659	FUELING TRANS DATED 021122	72059	02/14/2022	405.71
		6200-55-55200-514010-00000000-	CFN-10708	FUELING TRANS DATED 021522	72279	02/21/2022	3,983.91
		6200-55-55200-514010-00000000-	CFN-10905	FUELING TRANS DATED 021722	72279	02/21/2022	3,907.16
		6200-55-55200-514010-00000000-	CFN-10895	FUELING TRANS DATED 021622	72279	02/21/2022	3,224.22
		6200-55-55200-514010-00000000-	CFN-10689	FUELING TRANS DATED 021422	72279	02/21/2022	3,976.52
		6200-55-55200-514010-00000000-	CFN-10920	FUELING TRANS DATED 021822	PCard	02/24/2022	999.79
		6200-55-55200-514010-00000000-	CFN-10949	FUELING TRANS DATED 022122	PCard	02/24/2022	3,558.32
		6200-55-55200-514010-00000000-	CFN-10972	FUELING TRANS DATED 022222	PCard	02/24/2022	3,735.68
		Total Paid by Vendor					**41,232.49**
	FREIGHTLINER OF ARIZONA LLC	6200-55-55200-513030-00000000-	RA380003022:	COM TX 020922/RA380003022:01	72319	02/21/2022	1,447.19
		6200-55-55200-513030-00000000-	RA380003022:	COM TX 020922/RA380003022:01	72319	02/21/2022	2,196.40
		Total Paid by Vendor					**3,643.59**
	JAMES R HALL	6200-55-55200-513030-00000000-	55568	COM TX 021522/55568	72415	02/22/2022	250.00
		6200-55-55200-513030-00000000-	55675	COM TX 021822/55675	72415	02/22/2022	35.00
		6200-55-55200-513030-00000000-	55704	COM TX 021822/55704	72415	02/22/2022	250.00
		Total Paid by Vendor					**535.00**
	KELLYS TIRE SERVICE	6200-55-55200-513030-00000000-	198199	COM TX 020822/198199	72093	02/14/2022	56.00
		6200-55-55200-513030-00000000-	198200	COM TX 020822/198200	72093	02/14/2022	28.00
		6200-55-55200-513030-00000000-	198147	COM TX 021422/198147	72222	02/15/2022	116.00
		6200-55-55200-513030-00000000-	198148	COM TX 021422/198148	72222	02/15/2022	28.00
		6200-55-55200-513030-00000000-	198149	COM TX 021422/198149	72222	02/15/2022	112.00
		6200-55-55200-513030-00000000-	198150	COM TX 021422/198150	72222	02/15/2022	116.00
		6200-55-55200-513030-00000000-	198193	COM TX 021422/198193	72222	02/15/2022	88.00
		6200-55-55200-513030-00000000-	198195	COM TX 021422/198195	72222	02/15/2022	112.00
		6200-55-55200-513030-00000000-	198196	COM TX 021422/198196	72222	02/15/2022	63.00
		6200-55-55200-513030-00000000-	198197	COM TX 021422/198197	72222	02/15/2022	35.00
		6200-55-55200-513030-00000000-	198198	COM TX 021422/198198	72222	02/15/2022	144.00
		6200-55-55200-513030-00000000-	198201	COM TX 021422/198201	72222	02/15/2022	35.00
		6200-55-55200-513030-00000000-	198201	COM TX 021422/198201	72222	02/15/2022	56.00
		6200-55-55200-513030-00000000-	198202	COM TX 021422/198202	72222	02/15/2022	56.00
		6200-55-55200-513030-00000000-	198203	COM TX 021422/198203	72222	02/15/2022	35.00
		6200-55-55200-513030-00000000-	198243	COM TX 021422/198243	72222	02/15/2022	130.00
		6200-55-55200-513030-00000000-	198244	COM TX 021422/198244	72222	02/15/2022	116.00
		6200-55-55200-513030-00000000-	198245	COM TX 021422/198245	72222	02/15/2022	56.00
		6200-55-55200-513030-00000000-	198246	COM TX 021422/198246	72222	02/15/2022	228.00
		6200-55-55200-513030-00000000-	198247	COM TX 021422/198247	72222	02/15/2022	112.00
		6200-55-55200-513030-00000000-	198247	COM TX 021422/198247	72222	02/15/2022	1,741.44
		6200-55-55200-513030-00000000-	198394	COM TX 021422/198394	72222	02/15/2022	830.44
		6200-55-55200-513030-00000000-	198099	COM TX 021522/198099	72389	02/22/2022	88.00
		6200-55-55200-513030-00000000-	198100	COM TX 021522/198100	72388	02/22/2022	95.00
		6200-55-55200-513030-00000000-	198256	COM TX 021522/198256	72389	02/22/2022	88.00
		6200-55-55200-513030-00000000-	198352	COM TX 021522/198352	72388	02/22/2022	95.00
		6200-55-55200-513030-00000000-	198353	COM TX 021522/198353	72390	02/22/2022	28.00
		6200-55-55200-513030-00000000-	198457	COM TX 021522/198457	72389	02/22/2022	88.00
		6200-55-55200-513030-00000000-	198564	COM TX 021822/198564	72388	02/22/2022	116.00
		6200-55-55200-513030-00000000-	198565	COM TX 021822/198565	72389	02/22/2022	70.00
		6200-55-55200-513030-00000000-	198566	COM TX 021822/198566	72389	02/22/2022	70.00
		6200-55-55200-513030-00000000-	198576	COM TX 021822/198576	72388	02/22/2022	116.00
		6200-55-55200-513030-00000000-	198577	COM TX 021822/198577	72388	02/22/2022	168.00
		6200-55-55200-513030-00000000-	198578	COM TX 021822/198578	72389	02/22/2022	56.00

		6200-55-55200-513030-00000000-	198579	COM TX 021822/198579	72389	02/22/2022	70.00
		6200-55-55200-513030-00000000-	198580	COM TX 021822/198580	72389	02/22/2022	95.00
		6200-55-55200-513030-00000000-	198581	COM TX 021822/198581	72389	02/22/2022	70.00
		6200-55-55200-513030-00000000-	198582	COM TX 021822/198582	72388	02/22/2022	112.00
		6200-55-55200-513030-00000000-	198583	COM TX 021822/198583	72389	02/22/2022	56.00
		6200-55-55200-513030-00000000-	198584	COM TX 021822/198584	72389	02/22/2022	56.00
		6200-55-55200-513030-00000000-	198585	COM TX 021822/198585	72390	02/22/2022	28.00
		6200-55-55200-513030-00000000-	198586	COM TX 021822/198586	72389	02/22/2022	56.00
		6200-55-55200-513030-00000000-	198587	COM TX 021822/198587	72389	02/22/2022	56.00
		6200-55-55200-513030-00000000-	198588	COM TX 021822/198588	72389	02/22/2022	35.00
		6200-55-55200-513030-00000000-	198589	COM TX 021822/198589	72388	02/22/2022	116.00
		6200-55-55200-513030-00000000-	198590	COM TX 021822/198590	72389	02/22/2022	35.00
		6200-55-55200-513030-00000000-	198591	COM TX 021822/198591	72389	02/22/2022	56.00
		6200-55-55200-513030-00000000-	198592	COM TX 021822/198592	72389	02/22/2022	56.00
		6200-55-55200-513030-00000000-	198601	COM TX 021822/198601	72389	02/22/2022	88.00
		6200-55-55200-513030-00000000-	198670	COM TX 021822/198670	72390	02/22/2022	28.00
		6200-55-55200-513030-00000000-	198671	COM TX 021822/198671	72389	02/22/2022	88.00
		6200-55-55200-513030-00000000-	198672	COM TX 021822/198672	72390	02/22/2022	28.00
		6200-55-55200-513030-00000000-	198723	COM TX 021822/198723	72389	02/22/2022	88.00
		6200-55-55200-513030-00000000-	198724	COM TX 021822/198724	72390	02/22/2022	28.00
		6200-55-55200-513030-00000000-	198726	COM TX 021822/198726	72388	02/22/2022	130.00
		6200-55-55200-513030-00000000-	198781	COM TX 021822/198781	72390	02/22/2022	35.00
		Total Paid by Vendor					**6,781.88**
	MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	2.44
		6200-55-55200-513030-00000000-	231374	NAPA TRX DATE 020922	72102	02/14/2022	6.70
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		6200-55-55200-513030-00000000-	231018	NAPA TRX DATE 012822	PCard	02/24/2022	141.60
		6200-55-55200-513030-00000000-	231018	NAPA TRX DATE 012822	PCard	02/24/2022	146.96
		6200-55-55200-513030-00000000-	231018	NAPA TRX DATE 012822	PCard	02/24/2022	155.18
		6200-55-55200-513030-00000000-	231018	NAPA TRX DATE 012822	PCard	02/24/2022	157.73
		6200-55-55200-513030-00000000-	231018	NAPA TRX DATE 012822	PCard	02/24/2022	158.75
		6200-55-55200-513030-00000000-	231018	NAPA TRX DATE 012822	PCard	02/24/2022	214.80
		6200-55-55200-513030-00000000-	231018	NAPA TRX DATE 012822	PCard	02/24/2022	1,797.68
		6200-55-55200-513030-00000000-	231205	NAPA TRX DATE 020322	PCard	02/24/2022	548.78
		6200-55-55200-513030-00000000-	231249	NAPA TRX DATE 020422	PCard	02/24/2022	1,738.95
		6200-55-55200-513030-00000000-	231286	NAPA TRX DATE 020722	PCard	02/24/2022	318.81
		6200-55-55200-513030-00000000-	231333	NAPA TRX DATE 020822	PCard	02/24/2022	1,503.34
		Total Paid by Vendor					**35,855.07**
	MCGRIFF TIRE CO INC	6200-55-55200-513030-00000000-	4660032106	COM TX 021522/4660032106	72395	02/22/2022	50.00
		6200-55-55200-513030-00000000-	4660032106	COM TX 021522/4660032106	72395	02/22/2022	64.00
		6200-55-55200-513030-00000000-	4660032106	COM TX 021522/4660032106	72395	02/22/2022	102.00
		Total Paid by Vendor					**216.00**
	OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA INC	6200-55-55200-513040-00000000-	INV-41651	95 GALLON CARTS (BLANKET PO)	72118	02/14/2022	28,133.28
		6200-55-55200-513040-00000000-	INV-41640	95 GALLON CARTS (BLANKET PO)	72118	02/14/2022	28,133.28
		Total Paid by Vendor					**56,266.56**
	REPUBLIC SERVICES INC	6200-55-55200-515730-00000000-	0979-000952314	BLANKET FOR CITY DUMPSTERS	72129	02/14/2022	1,788.74
		6200-55-55200-515730-00000000-	0979-000946565	BLANKET FOR HHA TIPPING FEES FOR OCT-SEPT 2022	72129	02/14/2022	21,468.48
		6200-55-55200-515730-00000000-	0979-000951674	BLANKET FOR HHA TIPPING FEES FOR OCT-SEPT 2022	72129	02/14/2022	21,468.48
		Total Paid by Vendor					**44,725.70**
	SERVICEWEAR APPAREL	6200-55-55200-515670-00000000-	0044168080	UNIFORMS-PWS SANITATION (BLANKET)	72248	02/15/2022	96.38
		6200-55-55200-515670-00000000-	0044168079	UNIFORMS-PWS SANITATION (BLANKET)	72248	02/15/2022	158.40
		Total Paid by Vendor					**254.78**
	STAPLES INC	6200-55-55200-515340-00000000-	3498756210	V.KENT 4505 EAST SCHRIMSHER LANE-256-650-4342	72428	02/22/2022	247.44
		6200-55-55200-515340-00000000-	3498756212	V.KENT 4505 EAST SCHRIMSHER LANE-256-650-4342	72428	02/22/2022	290.28
		6200-55-55200-515340-00000000-	3499549025	V.KENT 256-650-4342; 4505 EAST SCHRIMSHER LANE SW	PCard	02/24/2022	71.86
		Total Paid by Vendor					**609.58**
	Total by Fund 6200						**190,485.65**
7000	BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-00-00000-425139-00000000-	HEALTH CLMS 2/7-2/11	2/7/22-2/22/22 HEALTH CLAIMS	72172	02/15/2022	(224,475.89)
		7000-16-00000-517010-00000000-	HEALTH CLMS 2/7-2/11	2/7/22-2/22/22 HEALTH CLAIMS	72172	02/15/2022	4.41
		7000-16-00000-517010-00000000-	HEALTH CLMS 2/7-2/11	2/7/22-2/22/22 HEALTH CLAIMS	72172	02/15/2022	77,450.78
		7000-16-00000-517015-00000000-	HEALTH CLMS 2/7-2/11	2/7/22-2/22/22 HEALTH CLAIMS	72172	02/15/2022	(77,926.02)
		7000-16-00000-517015-00000000-	HEALTH CLMS 2/7-2/11	2/7/22-2/22/22 HEALTH CLAIMS	72172	02/15/2022	30,282.08
		7000-16-00000-517020-00000000-	HEALTH CLMS 2/7-2/11	2/7/22-2/22/22 HEALTH CLAIMS	72172	02/15/2022	15,581.25
		7000-16-00000-517025-00000000-	HEALTH CLMS 2/7-2/11	2/7/22-2/22/22 HEALTH CLAIMS	72172	02/15/2022	168.28
		7000-16-00000-517010-00000000-	HEALTH CLMS 2/14-18	2/14/22-2/18/22 HEALTH CLAIMS	72323	02/24/2022	546,175.47
		7000-16-00000-517015-00000000-	HEALTH CLMS 2/14-18	2/14/22-2/18/22 HEALTH CLAIMS	72323	02/24/2022	36,309.53
		7000-16-00000-517025-00000000-	HEALTH CLMS 2/14-18	2/14/22-2/18/22 HEALTH CLAIMS	72323	02/24/2022	290.36

		7000-16-00000-517020-00000000-	GROUP INV DUE 3-1-22	GROUP INV DUE 3/1/2022	72324	02/24/2022	13,108.44
		Total Paid by Vendor					**416,968.69**
	Total by Fund 7000						**416,968.69**
Grand Total							**19,035,485.61**

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
1 CLAIM PAYMENTS	0001-00-00000-110004-00000000-	72269	02/22/22	022222A	$ 10,500.00	AUTO-OWNERS INSURANCE COMPANY
2 REFUND PAYMENTS	0001-00-00000-110004-00000000-	72413	02/24/22	022422A	$ 276.90	AUDIO INSIGHT, INC
	0001-00-00000-110004-00000000-	72310	02/22/22	022222A	$ 27.00	JEFF WALKER HEATING & AIR CONDITIONING
	0001-00-00000-110004-00000000-	72309	02/22/22	022222A	$ 187,273.00	D.R. HORTON INC
	0001-00-00000-110004-00000000-	72308	02/22/22	022222A	$ 115,851.50	D.R. HORTON INC
	0001-00-00000-110004-00000000-	72307	02/22/22	022222A	$ 140,646.00	D.R. HORTON INC
	0001-00-00000-110004-00000000-	72306	02/22/22	022222A	$ 70,739.50	D.R. HORTON INC
	0001-00-00000-110004-00000000-	72305	02/22/22	022222A	$ 741.53	NIDEC MOTOR CORPORATION
	0001-00-00000-110004-00000000-	72304	02/22/22	022222A	$ 623.20	MADISON TAPROOM INC.
	0001-00-00000-110004-00000000-	72303	02/22/22	022222A	$ 17.80	EBY-BROWN CO. LLC
	0001-00-00000-110004-00000000-	72302	02/22/22	022222A	$ 21.90	EBY-BROWN CO, LLC
	0001-00-00000-110004-00000000-	72301	02/22/22	022222A	$ 2,428.55	ACADIA INSURANCE COMPANY
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-00000000-					

PRJ 2/12/22 - 2/25/22

FUND	0001	(Should only be fund "0001")

Sum of JOURNAL AMOUNT		Column Labels		
Row Labels	**DT FUND**	**02/14/22**	**02/25/22**	**Grand Total**
101000	1000	$824.64	$3,481,751.31	$3,482,575.95
101005	1005		($1,040,672.81)	($1,040,672.81)
102000	2000		$166,675.48	$166,675.48
102100	2100		$50,059.01	$50,059.01
103900	3900		$27,415.30	$27,415.30
103910	3910		$29,833.05	$29,833.05
103930	3930		$31,232.48	$31,232.48
106000	6000		$440,478.52	$440,478.52
106200	6200		$252,214.69	$252,214.69
107100	7100		($24,473.47)	($24,473.47)
110004	IONS	($824.64)	($3,414,513.56)	($3,415,338.20)
Grand Total		**$0.00**	**($0.00)**	**($0.00)**

DEBT SERVICES 2/12/22 - 2/25/22

OBJECT	(All)
FUND	(Multiple Items)

Sum of JOURNAL AMOUNT	**Column Labels**	
Row Labels	**02/25/22**	**Grand Total**
5000	$2,138,903.15	$2,138,903.15
6000	$184,608.98	$184,608.98
3040	$44,256.37	$44,256.37
Grand Total	**$2,367,768.50**	**$2,367,768.50**

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0184

Department: City Council - Meredith

Subject: **Type of Action:** Nomination

Nomination to appoint Amanda Burns to the Community Development Citizens Advisory Council, Place 1, to the seat previously held by Richard Mulholland for a three (3) year term to expire April 14, 2025.

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:

RESOLUTION NO. 22 -

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

WHEREAS, a vacancy exists, or will exist, on the Community Development Citizens Advisory Council due to the expiration of the term of Richard Mulholland.

NOW, THEREFORE, BE IT RESOLVED that Amanda Burns is hereby appointed to fill said vacancy, said appointment to become effective on March 14, 2022 and expiring on March 13, 2025.

ADOPTED this the 10th day of February, 2022.

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

APPROVED this the 10th day of February, 2022.

.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0185

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint Keith Klaus, to the Community Development Citizens Advisory Council, Place 2 (his current seat), for a three (3) year term to expire April 14, 2025.

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:

RESOLUTION NO. 22 -

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

WHEREAS, a vacancy exists, or will exist, on the Community Development Citizens Advisory Council, Place 2, due to the expiration of the term of Keith Klaus.

NOW, THEREFORE, BE IT RESOLVED that Keith Klaus is hereby reappointed to fill said vacancy, said appointment to become effective on April 15, 2022, and expiring on April 14, 2025.

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:** 3/10/2022 **File ID:** 2022-0186

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint Billy Lenox, to the Community Development Citizens Advisory Council, Place 3 (his current seat), for a three (3) year term to expire April 14, 2025.

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:

RESOLUTION NO. 22 -

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

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

NOW, THEREFORE, BE IT RESOLVED that Billy Lenox is hereby reappointed to fill said vacancy, said appointment to become effective on April 15, 2022, and expiring on April 14, 2025.

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:** 3/10/2022 **File ID:** 2022-0187

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint Harold Kemp, to the Community Development Citizens Advisory Council, Place 4 (his current seat), for a three (3) year term to expire April 14, 2025.

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:

RESOLUTION NO. 22 -

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

WHEREAS, a vacancy exists, or will exist, on the Community Development Citizens Advisory Council, Place 4, due to the expiration of the term of Harold Kemp.

NOW, THEREFORE, BE IT RESOLVED that Harold Kemp is hereby reappointed to fill said vacancy, said appointment to become effective on April 15, 2022, and expiring on April 14, 2025.

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:** 3/10/2022 **File ID:** 2022-0188

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint Joanne Wherley to the Bingo Review Committee to her current seat for a two (2) year term to expire April 8, 2024.

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:

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 expiration of the term of Joanne Wherley.

NOW, THEREFORE, BE IT RESOLVED that Joanne Wherley is hereby reappointed to fill said vacancy, said appointment to become effective on April 9, 2022, and expiring on April 8, 2024.

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:** 3/10/2022 **File ID:** 2022-0189

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint Fred Rodrigue to the Bingo Review Committee to his current seat for a two (2) year term to expire April 8, 2024.

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:

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 expiration of the term of Fred Rodrigue.

NOW, THEREFORE, BE IT RESOLVED that Fred Rodrigue is hereby reappointed to fill said vacancy, said appointment to become effective on April 9, 2022, and expiring on April 8, 2024.

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:** 3/10/2022 **File ID:** 2022-0190

Department:

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

Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 156, Hampton Ridge Subdivision, 7043 Pale Dawn Place. (Martin)

Ordinance No.

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-_____

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 portion of a utility and drainage easement; that the applicants have represented to the City of Huntsville that **Maxamillion Martin and Jessica Martin,** are the owners of the property across which said easement lies; that said easement, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

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

STATE OF ALABAMA)
)
COUNTY OF MADISON)

QUITCLAIM DEED

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

All that part of Lot 156 of Hampton Ridge Phase 5 as recorded in document number 20081030000682920 in the office of the Judge of Probate of Madison County, Alabama particularly described as commencing at the Northeast corner of said Lot 156; Thence South 00 degrees 55 minutes 25 seconds West 20.00 feet and North 89 degrees 04 minutes 38 seconds West 5.00 feet to the Point of Beginning of the herein described tract.

Thence from the Point of Beginning, North 89 degrees 04 minutes 35 seconds West 95.00 feet; Thence North 00 degrees 55 minutes 25 seconds East 10.00 feet; Thence South 89 degrees 04 minutes 35 seconds East 95.00 feet; Thence South 00 degrees 55 minutes 25 seconds West 10.00 feet to the Point of Beginning.

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

IN WITNESS WHEREOF, Grantor has caused this quitclaim to be signed in its behalf by its Mayor and attested by its Clerk-Treasurer, this the 10th day of March, 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 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 10th day of March, 2022.

_____
Notary Public

THIS INSTRUMENT PREPARED BY:
James L. McElroy, Jr.
McElroy Land Surveying Co., Inc.

McELROY LAND SURVEYING COMPANY, INC.

4012 TRIANA BOULEVARD
HUNTSVILLE, ALABAMA 35805
256-881-4004

February 15, 2022

W.O. No. 21-345
Lot 156
Hampton Ridge Phase 5

Description for Easement Vacation:

All that part of Lot 156 of Hampton Ridge Phase 5 as recorded in document number 20081030000682920 in the office of the Judge of Probate of Madison County, Alabama particularly described as commencing at the Northeast corner of said Lot 156; Thence South 00 degrees 55 minutes 25 seconds West 20.00 feet and North 89 degrees 04 minutes 38 seconds West 5.00 feet to the Point of Beginning of the herein described tract.

Thence from the Point of Beginning, North 89 degrees 04 minutes 35 seconds West 95.00 feet; Thence North 00 degrees 55 minutes 25 seconds East 10.00 feet; Thence South 89 degrees 04 minutes 35 seconds East 95.00 feet; Thence South 00 degrees 55 minutes 25 seconds West 10.00 feet to the Point of Beginning.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

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 portion of a utility and drainage easement; that the applicants have represented to the City of Huntsville that **Maxamillion Martin and Jessica Martin,** are the owners of the property across which said easement lies; that said easement, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

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

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0191

Department:

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

Ordinance authorizing the vacation of Utility and Drainage Easements, Lots 8 through 10, Friendship Commons, Phase II. (Friends Forever)

Ordinance No.

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-_____

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 applicants have represented to the City of Huntsville that **The Friends Forever Family, 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:
City of Huntsville, Alabama
308 Fountain Circle
P.O. Box 308
Huntsville, Alabama 35801

Grantee's Name/Mailing Address:
The Friends Forever Family LLC
785 Beth Road
New Market, Alabama 35761

Property address: n/a
Date of sale: January ___, 2022
Purchase price: n/a

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

QUITCLAIM DEED FOR VACATION OF EASEMENT

WHEREAS, the **City of Huntsville, Alabama** (the "Grantor") is the holder of a utility and drainage easement as shown in Instrument Number 2019-4127, 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 **The Friends Forever Family LLC**, a Georgia 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 10th day of March, 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 10th day of March, 2022.

_____
Notary Public

[NOTARIAL SEAL]

My commission expires:_____

EXHIBIT A

Property Description

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT "A" - PUBLIC UTILITY AND DRAINAGE EASEMENT TO BE VACATED

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, CITY OF HUNTSVILLE, MADISON COUNTY, ALABAMA, AND BEING A 10-FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT CENTERED ALONG THE COMMON LOT LINE OF LOTS 9 AND 10 OF FRIENDSHIP COMMONS PHASE II AS RECORDED IN DOCUMENT NO. 2019-00004127 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 9 AND HAVING ALABAMA STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1570608.42, EAST: 456475.65, AND BEING FURTHER DESCRIBED AS LYING ON THE SOUTH RIGHT-OF-WAY MARGIN OF WINCHESTER ROAD (RIGHT-OF-WAY WIDTH VARIES); THENCE, ALONG SAID COMMON LOT LINE, RUN SOUTH 25 DEGREES 47 MINUTES 52 SECONDS EAST, 15.00 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID COMMON LOT LINE, RUN PARALLEL TO SAID SOUTH RIGHT-OF-WAY MARGIN, NORTH 64 DEGREES 12 MINUTES 08 SECONDS EAST, 5.00 FEET TO A POINT; THENCE SOUTH 25 DEGREES 47 MINUTES 52 SECONDS EAST, 250.00 FEET TO A POINT WHICH LIES 10.00 FROM THE NORTH RIGHT-OF-WAY MARGIN OF FRIENDS CROSSING (50-FOOT WIDE RIGHT-OF-WAY); THENCE RUN PARALLEL TO SAID NORTH MARGIN SOUTH 64 DEGREES 12 MINUTES 08 SECONDS WEST, 10.00 FEET TO A POINT; THENCE NORTH 25 DEGREES 47 MINUTES 52 SECONDS WEST, 250.00 FEET TO A POINT WHICH LIES 15.00 FEET FROM SAID SOUTH RIGHT-OF-WAY MARGIN OF WINCHESTER ROAD; THENCE RUN PARALLEL TO SAID SOUTH MARGIN NORTH 64 DEGREES 12 MINUTES 08 SECONDS EAST, 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES (2500 SQUARE FEET) MORE OR LESS.

EASEMENT "B" - PUBLIC UTILITY AND DRAINAGE EASEMENT TO BE VACATED

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, CITY OF HUNTSVILLE, MADISON COUNTY, ALABAMA, AND BEING A 10-FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT CENTERED ALONG THE COMMON LOT LINE OF LOTS 8 AND 9 OF FRIENDSHIP COMMONS PHASE II AS RECORDED IN DOCUMENT NO. 2019-00004127 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8 AND HAVING ALABAMA STATE PLANE COORDINATES (EAST ZONE, NAD '83) OF NORTH: 1570677.36, EAST: 456618.27, AND BEING FURTHER DESCRIBED AS LYING ON THE SOUTH RIGHT-OF-WAY MARGIN OF WINCHESTER ROAD (RIGHT-OF-WAY WIDTH VARIES); THENCE, ALONG SAID COMMON LOT LINE, RUN SOUTH 25 DEGREES 47 MINUTES 52 SECONDS EAST, 15.00 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING AND LEAVING SAID COMMON LOT LINE, RUN PARALLEL TO SAID SOUTH RIGHT-OF-WAY MARGIN, NORTH 64 DEGREES 12 MINUTES 08 SECONDS EAST, 5.00 FEET TO A POINT; THENCE SOUTH 25 DEGREES 47 MINUTES 52 SECONDS EAST, 250.00 FEET TO A POINT WHICH LIES 10.00 FROM THE NORTH RIGHT-OF-WAY MARGIN OF FRIENDS CROSSING (50-FOOT WIDE RIGHT-OF-WAY); THENCE RUN PARALLEL TO SAID NORTH MARGIN SOUTH 64 DEGREES 12 MINUTES 08 SECONDS WEST, 10.00 FEET TO A POINT; THENCE NORTH 25 DEGREES 47 MINUTES 52 SECONDS WEST, 250.00 FEET TO A POINT WHICH LIES 15.00 FEET FROM SAID SOUTH RIGHT-OF-WAY MARGIN OF WINCHESTER ROAD; THENCE RUN PARALLEL TO SAID SOUTH MARGIN NORTH 64 DEGREES 12 MINUTES 08 SECONDS EAST, 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES (2500 SQUARE FEET) MORE OR LESS.

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

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 applicants have represented to the City of Huntsville that **The Friends Forever Family, 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:

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0192

Department:

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

Ordinance authorizing the vacation of Utility and Drainage Easements, Lot 4 and 5, Ware Park Phase 2 Subdivision, Corner of Martin Road and Zierdt Road. (MLH Redstone)

Ordinance No.

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-_____

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 applicants have represented to the City of Huntsville that **MLH Redstone OP, LLP, Fuquay Commons, LLLP, and Huntsville SJ, LLC,** are the owners of the property across which said easements lie; that said easements, or the portions being vacated, are not presently used and are no longer needed for a public or municipal purpose.

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

STATE OF ALABAMA

COUNTY OF MADISON

QUITCLAIM DEED

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

EASEMENT TO VACATE

COMMENCING AT AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LOT 3 OF THE FINAL PLAT OF WARE PARK SUBDIVISION PHASE 4, A RESUBDIVISION OF LOT 2 OF WARE PARK, PHASE 3, A RESUBDIVISION OF LOT 1 AND LOT 4 OF WARE PARK PHASE 2, AND A RESUBDIVISION OF TRACT 2 OF WARE PARK SUBDIVISION AS RECORDED IN DOCUMENT NO. 20170324000162390 IN THE OFFICE OF THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA; THENCE FROM SAID IRON PIN RUN NORTH 05°02'59" EAST AT A DISTANCE OF 13.84 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE FROM THE POINT OF BEGINNING RUN NORTH 63°30'49" WEST AT A DISTANCE OF 766.08 FEET TO A POINT; THENCE RUN NORTH 44°12'48" WEST AT A DISTANCE OF 194.48 FEET TO A POINT; THENCE RUN SOUTH 36°22'45" WEST AT A DISTANCE OF 96.28 FEET TO A POINT; THENCE RUN SOUTH 02°13'51" WEST AT A DISTANCE OF 128.43 FEET TO A POINT; THENCE RUN SOUTH 88°10'59" EAST AT A DISTANCE OF 162.13 FEET TO A POINT; THENCE RUN SOUTH 63°30'49" EAST AT A DISTANCE OF 797.49 FEET TO A POINT;THENCE RUN NORTH 05°02'59" EAST AT A DISTANCE OF 85.95 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 2.07 ACRES, MORE OR LESS.

SAID EASEMENT BEING ORIGINALLY SET FORTH AND SHOWN IN DOC #20080829000561370.

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

IN WITNESS WHEREOF, Grantor has caused this quitclaim to be signed in its behalf by its Mayor and attested by its Clerk-Treasurer, this the 10th day of March, 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 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 10th day of March, 2022.

_____
Notary Public

THIS INSTRUMENT PREPARED BY:

Morell Engineering
711 East Hobbs Street
Athens, AL 35611

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

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 applicants have represented to the City of Huntsville that **MLH Redstone OP, LLP, Fuquay Commons, LLLP, and Huntsville SJ, LLC,** are the owners 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:

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0193

Department:

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

Ordinance authorizing the vacation of Utility and Drainage Easements, Lots 1, 2, and 3, Vinemount Commercial Subdivision. (ZP 361)

Ordinance No.

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-_____

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 applicants have represented to the City of Huntsville that **ZP 361 Huntsville Research Park QOZB, LLC,** is the owner of the property across which said easements lie; that said easements, or the portions being vacated, are not presently used and are no longer needed for a public or municipal purpose.

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

STATE OF ALABAMA)
:
COUNTY OF MADISON)

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **CITY OF HUNTSVILLE, ALABAMA, an Alabama municipal corporation,** hereinafter referred to as "Grantor", in consideration of the sum of TEN DOLLARS ($10.00), in hand paid to it by **ZP 361 Huntsville Research Park QOZB, LLC, a North Carolina Limited Liability Company,** hereinafter referred to as "Grantees", and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, does hereby REMISE, RELEASE, QUITCLAIM AND CONVEY unto the said Grantee IN FEE SIMPLE, TOGETHER WITH EVERY CONTINGENT REMAINDER AND RIGHT OF REVERSION, all of the Grantor's right, title, interest and claim in and to the following described real estate situated in the City of Huntsville, County of Madison, State of Alabama, to-wit:

Easement 1

A 10 FOOT UTILITY AND DRAINAGE EASEMENT SITUATED 5 FEET ALONG EACH SIDE LOT LINE, OF LOTS 2 AND 3 IN THE VINEMONT COMMERCIAL SUBDIVISION, ALL LOCATED WITHIN THE NORTHWEST QUARTER, OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST, AS RECORDED IN DOCUMENT NUMBER 20090122000037390 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR AT THE NORTHWEST CORNER OF LOT 3 OF SAID VINEMONT COMMERCIAL SUBDIVISION; THENCE RUN NORTH 85 DEGREES 31 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 20.09 FEET TO THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED 10 FOOT UTILITY AND DRAINAGE EASEMENT;

THENCE RUN FROM THE POINT OF BEGINNING, NORTH 01 DEGREES 03 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 5.02 FEET A POINT ON THE SIDE OF SAID 10 FOOT EASEMENT; THENCE RUN NORTH 85 DEGREES 31 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 428.52 FEET TO A POINT ON A 10 FOOT UTILITY AND DRAINAGE EASEMENT; THENCE RUN SOUTH 04 DEGREES 49 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 5.00 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF SAID LOT 3; THENCE RUN SOUTH 04 DEGREES 28 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUN SOUTH 85 DEGREES 31 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 429.52 FEET TO A POINT ON THE EAST BOUNDARY OF A 20 FOOT UTILITY AND DRAINAGE EASEMENT; THENCE RUN NORTH 01 DEGREES 02 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 5.02 FEET TO THE POINT OF BEGINNING.

SAID UTILITY AND DRAINAGE EASEMENT CONTAINING 0.10 ACRES OR (4290 SQ. FT.) MORE OR LESS.

AND ALSO

Easement 2

ALL THAT PART OF THE SW QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE FOUND AT THE INTERSECTION OF OAKWOOD ROAD AND JOHNS ROAD, SAID SPIKE ALSO BEING THE SW CORNER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 15 MINUTES 23 SECONDS EAST, 1267.40 FEET TO A PK NAIL, SAID POINT BEING THE SW CORNER OF SAID PROPERTY; THENCE ALONG THE WEST LINE NORTH 00 DEGREES 44 MINUTES 36 SECONDS EAST, 548.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID WEST LINE NORTH 83 DEGREES MINUTES 00 SECONDS EAST, 81.60 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 00 SECONDS EAST, 341.07 FEET TO A POINT; THENCE SOUTH 03 DEGREES 22 MINUTES 41 SECONDS EAST, 238.25 FEET; THENCE SOUTH 04 DEGREES 44 MINUTES 42 SECOND EAST, 163.94 FEET TO A POINT ON THE WEST MARGIN OF RIDE OUT ROAD RIGHT-OF-WAY; THENCE ALONG SAID MARGIN NORTH 85 DEGREES 20 MINUTES 33 SECONDS EAST, 20.00 FEET TO A POINT ON A 00 DEGREE 20 MINUTE 50 SECOND CURVE TO THE RIGHT AND WITH TANGENT AT SAID POINT BEING NORTH 04 DEGREES 38 MINUTES 09 SECONDS WEST; THENCE ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 420.91 FEET TO A POINT; THENCE LEAVING SAID MARGIN SOUTH 89 DEGREES 00 MINUTES 00 SECONDS WEST, 361.26 FEET TO A POINT; THENCE SOUTH 83 DEGREES 30 MINUTES 00 SECONDS WEST 80.02 FEET TO A POINT ON THE WEST PROPERTY LINE; THENCE ALONG SAID WST LINE SOUTH 00 DEGREES 44 MINUTES 36 SECONDS WEST 20.16 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING .3904 ACRES, MORE OR LESS.

AND ALSO

Easement 3

A 10 FOOT UTILITY AND DRAINAGE EASEMENT SITUATED 5 FEET ALONG EACH SIDE LOT LINE, OF LOTS 1 AND 2, IN THE VINEMONT COMMERCIAL SUBDIVISION, ALL LOCATED WITHIN THE NORTHWEST QUARTER, OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 1 WEST, AS RECORDED IN DOCUMENT NUMBER 20090122000037390 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR AT THE SOUTHWEST CORNER OF LOT 1 OF SAID VINEMONT COMMERCIAL SUBDIVISION; THENCE RUN ALONG THE SOUTH BOUNDARY OF SAID LOT 1, SOUTH 88 DEGREES 58 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 20.07 FEET TO A POINT ON THE WEST BOUNDARY OF A 20 FOOT UTILITY AND DRAINAGE EASEMENT AND TO THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED 10 FOOT UTILITY AND DRAINAGE EASEMENT.

THENCE RUN FROM THE POINT OF BEGINNING, AN ALONG SAID 20 FOOT UTILITY AND DRAINAGE EASEMENT, NORTH 05 DEGREES 52 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 5.02 FEET TO A POINT ON A 5 FOOT UTILITY AND DRAINAGE EASEMENT; THENCE RUN, SOUTH 88 DEGREES 56 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 299.27 FEET TO A POINT ON A 10 FOOT UTILITY AND DRAINAGE EASEMENT; THENCE RUN SOUTH 01 DEGREES 05 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 5.00 FEET TO A POINT ON SAID SOUTH BOUNDARY OF LOT 1; THENCE RUN SOUTH 01 DEGREES 02 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 5.00 FEET TO A POINT ON THE SOUTH SIDE OF SAID 10 FOOT UTILITY AND DRAINAGE EASEMENT; THENCE RUN NORTH 88 DEGREES 56 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 300.11 FEET TO THE EAST BOUNDARY OF SAID 20 FOOT UTILITY AND DRAINAGE EASEMENT; THENCE RUN NORTH 05 DEGREES 45 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 5.02 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF SAID LOT 2, AND THE POINT OF BEGINNING.

SAID UTILITY AND DRAINAGE EASEMENT CONTAINING 0.07 ACRES OR (2997 SQ. FT.) MORE OR LESS.

TO HAVE AND TO HOLD UNTO THE SAID GRANTEES FOR AND DURING THEIR JOINT LIVES, AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM IN FEE SIMPLE, AND TO THE HEIRS AND ASSIGNS OF SUCH SURVIVOR FOREVER, TOGETHER WITH EVERY CONTINGENT REMAINDER AND RIGHT OF REVERSION, all of
Grantor's right, title, interest and claim in and to the above described real estate.

(SIGNATURE ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be signed in itsbehalf by its Mayor and attested by its Clerk-Treasurer, on this the 10th day of March, 2022.

ATTEST:

CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Kenneth Benion, Clerk-Treasurer

By: _____
Tommy Battle, Mayor

STATE OF ALABAMA)
:
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **TOMMY BATTLE** and **KENNETH BENION,** whose names as Mayor and 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 beinginformed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 10th day of March, 2022.

_____
Notary Public
My Commission Expires: _____

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

Date of Sale: _____, 2021
Grantor's Address: 308 Fountain Circle, Huntsville, AL 35801
Grantee's Address:
Property Address: 3 Easements at The Boardwalk at Research Park
Purchase Price: $0 – Nominal for vacation of easement

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

This instrument prepared by:

Joel P. Jaqubino
Bold Title, LLC
108 Longwood Drive, SE
Huntsville, Alabama 35801

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

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 applicants have represented to the City of Huntsville that **ZP 361 Huntsville Research Park QOZB, 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:

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0194

Department: Planning

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

Resolution No. 22-81, consenting to the vacation of a right-of-way along McMullen Lane. (Introduced February 10, 2022, Regular Council Meeting)

Resolution No. 22-81

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:

RESOLUTION NO. 22-_____

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

1. That Enfinger Development, LLC, and McMullen Farms, LLC, are the sole landowners 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, McMullen Farms, 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 10th day of March, 2022.

_____
President of the City Council
City of Huntsville, Alabama

APPROVED this the 10th day of March, 2022.

_____
TOMMY BATTLE
Mayor of the City of Huntsville, Alabama

EXHIBIT A

STATE OF ALABAMA
MADISON COUNTY

BEING A PORTION OF MCMULLEN LANE A 60’ RIGHT-OF-WAY LOCATED IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA THENCE, NORTH 44 DEGREES 09 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 7,499.08 TO THE POINT OF BEGINNING.

THENCE, FROM THE POINT OF BEGINNING, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 60.23 FEET TO A POINT; THENCE, NORTH 04 DEGREES 57 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 94.69 FEET TO A POINT; THENCE NORTH 02 DEGREES 54 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 237.50 FEET TO A POINT; THENCE, NORTH 00 DEGREES 02 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 113.97 FEET TO A POINT; THENCE, ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGEL OF 75 DEGREES 02 MINUTES 41 SECONDS, HAVING A RADIUS OF 104.34 FEET, HAVING A CHORD BEARING OF NORTH 42 DEGREES 35 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 127.10 FEET TO A POINT; THENCE, NORTH 88 DEGREES 30 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 40.92 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 10 DEGREES 00 MINUTES 36 SECONDS, HAVING A RADIUS OF 370.00 FEET, HAVING A CHORD BEARING OF SOUTH 23 DEGREES 08 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 64.56 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 30 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 59.41 FEET TO A POINT; THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 67 DEGREES 51 MINUTES 49 SECONDS, HAVING A RADIUS OF 44.34 FEET, HAVING A CHORD BEARING OF SOUTH 41 DEGREES 41 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 49.50 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 02 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 112.28 FEET TO A POINT; THENCE, SOUTH 02 DEGREES 54 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 240.07 FEET TO A POINT; THENCE SOUTH 04 DEGREES 57 MINUTES 44 SECONDS WEST A DISTANCE OF 90.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.81 ACRES (35,297 SQUARE FEET) MORE OR LESS.

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0195

Department: Planning

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

Ordinance No. 22-82, vacating a right-of-way along McMullen Lane. (Introduced February 10, 2022, Regular Council Meeting)

Ordinance No. 22-82

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-_____

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 **McMullen Farms, 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:

Ordinance No. 22-_____ (Cont.)

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 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:** 3/10/2022 **File ID:** 2022-0196

Department: Human Resources

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

Ordinance No. 22-140, amending Ordinance No. 89-79, Classification and Salary Plan Ordinance. (Introduced February 24, 2022, Regular Council Meeting)

Ordinance No. 22-140

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-_____

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

Section 1. The position of Green Team Education Specialist is hereby created and classified at a salary grade 10.

Section 2. The position of Municipal Agenda Coordinator is hereby created and classified at a salary grade 12.

Section 3. The position of Digital Forms Clerk is hereby created and classified at a salary grade 11.

Section 4. In all other respects, Ordinance No. 89-79, as amended, shall remain in full force and effect.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0197

Department: Human Resources

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

Ordinance No. 22-141, amending the Budget Ordinance No. 21-867 to modify the authorized strength of the departments. (Introduced February 24, 2022, Regular Council Meeting)

Ordinance No. 22-141

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-_____

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 for change in the authorized strength of the department, as follows:

Section 1. The staffing level is hereby increased within Landscape Management by one (1) Green Team Education Specialist position, grade 10.

Section 2. The staffing level is hereby increased within Clerk Treasurer by one (1) Municipal Agenda Coordinator position, grade 12.

Section 3. The staffing level is hereby increased within Clerk Treasurer by one (1) Digital Forms Clerk position, grade 11.

Section 4. In all other respects, Ordinance No. 21-867, as amended, shall remain in full force and effect.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0198

Department: Clerk-Treasurer

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

Ordinance No. 22-142, amending the Code of Ordinances of the City of Huntsville, Chapter 2, Administration, by adding Article XII, Electronic Records and Electronic Signatures, Section 2-2160 thru 2-2163. (Introduced February 24, 2022, Regular Council Meeting)

Ordinance No. 22-142

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- _____

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

Section 1. Chapter 2 of the Code of Ordinances of the City of Huntsville, Alabama is hereby amended by adding the following Article XII:

ARTICLE XII. ELECTRONIC RECORDS AND ELECTRONIC SIGNATURES

Sec. 2-2160. Purpose; scope; limitations.

(a) *Purpose*. The purpose of this article is to exercise the authority granted to the city council pursuant to section 8-1A-17 and section 8-1A-18 of the Alabama Uniform Electronic Transactions Act, Chapter 1A of Title 8 of the Code of Ala. 1975 (UETA), to determine whether, and the extent to which, city agencies will create and retain electronic records and convert written records to electronic records, send and accept electronic records and electronic signatures to and from other persons and otherwise create, generate, communicate, store, process, use, and rely upon electronic records and electronic signatures.

(b) *Scope*. To the fullest extent permitted by the UETA, consistent therewith, and subject to the limitations therein, this article is intended to authorize the use of electronic records and electronic signatures in the conduct of the official business of the city by city agencies and the conduct of official business with city agencies by any person. Such use shall be in accordance with and subject to the provisions of the UETA and this article. This article does not require a record or signature to be created, generated, sent, communicated, received, stored, or otherwise processed or used by electronic means or in electronic form.

(c) *Limitations*. Notwithstanding anything to the contrary contained in this article or the UETA:

(1) In no event shall any legal or binding recognition or effect be given to a record purported to be executed by a city signatory using an electronic signature, if the execution is not duly authorized in accordance with applicable law; and

(2) In the event that any electronic signature is found by a city agency to have been used or applied to a city record in violation of this article, the UETA, or any other law, the electronic signature shall be null and void and the city record signed electronically using the unlawful, fraudulent, unauthorized or otherwise improper electronic signature shall also be null and void, discontinued, and unenforceable against the city.

Sec. 2-2161. – Definitions.

The definitions set forth in section 8-1A-2 of the UETA are expressly incorporated into this article by reference as if fully set forth herein. In addition, as used in this article, each of the following words have the following meanings:

City agency means an executive, legislative, or judicial agency, department, board, commission, authority, institution, or instrumentality of the city.

City signatory means a person who is an elected or appointed official, officer, employee, agent, or legal representative of a city agency who executes a document on behalf of the city or a city agency.

Electronic media protocol officer means the director of the city's information technology systems department or any one or more of his/her designees or subordinates; or such other or additional person as may be designated by the mayor.

UETA means the Alabama Uniform Electronic Transactions Act, Chapter 1A of Title 8 of the Code of Ala. 1975, as such act may be amended at any time and from time to time.

Sec. 2-2162. Creation and retention of electronic records.

(a) To the fullest extent permitted by the UETA, in accordance therewith, subject to the limitations therein, and subject to the provisions of this article, city agencies are hereby authorized to create and retain electronic records and to convert written records to electronic records, pursuant to section 8-1A-17(b) of the UETA. Any such electronic records will be retained in compliance with applicable law including section 8-1A-12 of the UETA and the requirements of the Local Government Records Commission ("LGRC"). A city agency may create a retrievable electronic record or copy, by optical scan or otherwise, of paper original documents or make other images or paper copies which accurately reproduce the originals and may destroy original paper documents so copied as specified in the Records Disposition Authority ("RDA") issued by the LGRC under the authority granted by section 41-13-5 and sections 41-13-22 through 24 of the Code of Ala. 1975. The city clerk-treasurer may exercise oversight over the retention and conversion of electronic records.

(b) Notwithstanding anything to the contrary contained in this article or the UETA, an electronic document retains the characteristics of the original document, including whether or not the document is a public record or is confidential or otherwise protected from disclosure.

Sec. 2-2163. Use of electronic signatures and electronic records.

(a) *Use authorized; limitations*.

(1) *Authorization*. To the fullest extent permitted by the UETA, in accordance therewith, subject to the limitations therein, and subject to the provisions of this article, city agencies, subject to subsection (2) below, are hereby authorized to send and accept electronic records and electronic signatures to and from other persons and otherwise create, generate, communicate, store, process, use, and rely upon electronic records and electronic signatures, pursuant to section 8-1A-18(a)(2) of the UETA.

(2) *Limitations*.

a. In the case of deeds and other instruments that are to be notarized, acknowledged, verified, or made under oath, the use of electronic records and electronic signatures shall be as determined by the city attorney, subject to applicable laws, including those governing real estate transactions and notaries;

b. The mayor may, but is not obligated to, elect for each city agency under his/her supervision and control whether electronic signatures or electronic records will be used for particular types of transaction or documents of that city agency, or (ii) delegate such authority, in whole or part, to the head of a city agency; and

c. The use of electronic records or electronic signatures may be limited or refused by a city agency upon the advice of the city attorney.

(b) In accordance with section 8-1A-18(b) of the UETA, use of electronic records and electronic signatures will comply, at a minimum, with the following requirements:

(1) Provide an identical copy of the original signed and executed document to the signer.

(2) Ensure non-repudiation; that the signer cannot deny the fact that he or she electronically signed the document.

(3) Capture information about the process used to capture signatures (i.e. create an audit trail), including but not limited to:

a. IP address

b. Date and time stamp of all events

c. All web pages, documents, disclosures, and other information presented

d. What each party acknowledged, agreed to, and signed

(4) Encrypt, end-to-end, all communication within the signature process. Encryption technologies shall comply with state encryption standards, including the requirements that cryptographic modules be validated to the current Federal Information Processing Standards (FIPS).

(b) The information contained in subsection (a) constitutes the minimum that is required for a valid electronic signature. Subject to subsection (c) below, any authorized person within a city agency may require additional reasonable information from a signer in order to establish the identity and signature authority of the signer. The electronic media protocol officer may provide additional requirements subject to this article and the UETA.

(c) Subject to the requirements set forth in subsection (a) above, the electronic media protocol officer of the city is hereby authorized to oversee the use of electronic records and electronic signatures by city agencies, and to otherwise facilitate the implementation of this article through the development of policies, protocols, or recommendations that specify each of the following:

(1) The manner and format in which the electronic records shall be created, generated, sent, communicated, received, and stored and the systems established for those purposes.

(2) If electronic records must be signed by electronic means, the type of electronic signature required, the manner and format in which the electronic signature shall be affixed to the electronic record, and the identity of, or criteria that shall be met by, any third party used by a person filing a document to facilitate the process.

(3) Control processes and procedures as appropriate to ensure adequate preservation, disposition, integrity, security, confidentiality, and auditability of electronic records.

Section 2. The severability provisions of section 1-8 of the Code of Ordinances of the City of Huntsville, Alabama are specifically included herein by reference as if fully set forth.

Section 3. This Ordinance shall become effective upon its adoption and 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

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0199

Department: Public Transit

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

Ordinance No. 22-143, declaring one (1) 15 passenger van as surplus and to be donated to the Boy Scouts of America, Troop 400 and authorizing the Mayor enter into an Agency Agreement between the City of Huntsville and the Boy Scouts of America, Troop 400 for said donation. (Introduced February 24, 2022, Regular Council Meeting)

Ordinance No. 22-143

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-_____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that certain property be declared surplus and no longer needed for a municipal purpose or public use and donated to The Boy Scouts of America, Troop 400. The property is described as follows:

2007 Ford E- 350 HI TOP Conversion Van
Equipment # 021998

BE IT FURTHER ORDAINED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an agreement with the Boy Scouts of America to convey by donation the described property, said agreement being substantially similar in words and figures to that document identified as "Agency Agreement between the City of Huntsville and the Boy Scouts of America, Troop 400," consisting of a total of one (1) page, with the signature of the Council President, and the date of February 24, 2022, appearing on the margin of the first page, a copy of said document being permanently on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 24th day of February, 2022.

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

APPROVED this the 24th day of February, 2022.

_____
Mayor of the City of Huntsville,
Alabama

AGENCY AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND THE BOY SCOUTS OF AMERICA, TROOP 400

STATE OF ALABAMA

COUNTY OF MADISON

AGENCY AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of March, 2022, by and between The Boy Scouts of America, Troop 400, hereinafter referred to as "AGENCY", and the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, Agency provides services which confer a public benefit of a reasonably general character; and,

WHEREAS, City desires to donate equipment to Agency to assist with the provision of such services; and,

WHEREAS, the donated vehicle by City to Agency for such services constitutes a legitimate public purpose; and,

WHEREAS, both parties acknowledge the receipt of good and valuable consideration supporting the terms and conditions of this agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

A. Agency will provide the services authorized by its charter, Articles of Incorporation, by-laws, or other applicable documents which govern the scope of its services.

B. City agrees to donate equipment #021998 VIN 1FDEE3FL0CDB04801 a 2007 Ford E – 350 HI TOP Conversion van to Agency.

C. The parties agree that the services provided by Agency serve a legitimate public purpose.

_____

President of the City Council of
the City of Huntsville, Alabama
Date: March 10, 2022

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this the 10th day of March, 2022.

CITY OF HUNTSVILLE, ALABAMA

BY:_____
Tommy Battle
ITS: Mayor

ATTEST:

By:_____
Kenneth Benion
Its: Clerk-Treasurer

AGENCY
THE BOY SCOUTS OF AMERICA, TROOP 400

BY:_____
ITS:_____

WITNESS:

_____ _____

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0200

Department: Public Transit

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

Ordinance No. 22-144, declaring two (2) 15 passenger vans as surplus and authorizing the Mayor enter into an Agency Agreement between the City of Huntsville and The Arc of Madison County, for said donation. (Introduced February 24, 2022, Regular Council Meeting)

Ordinance No. 22-144

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-_____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that certain property be declared surplus and no longer needed for a municipal purpose or public use and donated to The Arc of Madison County. The property is described as follows:

2010 Ford Goshen E35E Pacer II, Equipment #021650
2011 Ford Goshen E35E Pacer II, Equipment #021656

BE IT FURTHER ORDAINED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an agreement with The Arc of Madison County to convey by donation the described property, said agreement being substantially similar in words and figures to that document identified as "Agency Agreement between The City of Huntsville and The Arc of Madison County," consisting of a total of one **(**1) page, with the signature of the Council President, and the date of February 24, 2022, appearing on the margin of the first page, a copy of said document being permanently on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 24th day of February, 2022.

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

APPROVED this the 24th day of February, 2022.

_____
Mayor of the City of Huntsville,
Alabama

AGENCY AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND THE MADISON COUNTY ASSOCIATION OF RETARDED CITIZENS, INC.

STATE OF ALABAMA

COUNTY OF MADISON

AGENCY AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of March, 2022, by and between The Association of Retarded Citizens of Madison County, hereinafter referred to as "AGENCY", and the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, Agency provides services which confer a public benefit of a reasonably general character; and,

WHEREAS, City desires to donate equipment to Agency to assist with the provision of such services; and,

WHEREAS, the donated vehicle by City to Agency for such services constitutes a legitimate public purpose; and,

WHEREAS, both parties acknowledge the receipt of good and valuable consideration supporting the terms and conditions of this agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

A. Agency will provide the services authorized by its charter, Articles of Incorporation, by-laws, or other applicable documents which govern the scope of its services.

B. City agrees to donate equipment #021650 VIN 1FDEE3FL6ADA01332 a 2010 Ford Modified 15 Passenger Van & and #021656 1FDEE3FL4BDA37182 a 2011 Ford Modified 15 Passenger Van to Agency.

C. The parties agree that the services provided by Agency serve a legitimate public purpose.

_____

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

Date: March 10, 2022

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this the 10th day of March, 2022.

CITY OF HUNTSVILLE, ALABAMA

BY:_____
Tommy Battle
ITS: Mayor

ATTEST:

By:_____
Kenneth Benion
Its: Clerk-Treasurer

THE MADISON COUNTY ASSOCIATION FOR RETARDED CITIZENS, INC.

BY:_____
ITS:_____

WITNESS:

_____

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0201

Department: Public Transit

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

Ordinance No. 22-145 declaring one (1) medium sized passenger bus as surplus and authorizing the Mayor enter into an Agency Agreement between the City of Huntsville and Oakwood University, for said donation. (Introduced February 24, 2022, Regular Council Meeting)

Ordinance No. 22-145

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-_____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that certain property be declared surplus and no longer needed for a municipal purpose or public use and donated to the Oakwood University. The property is described as follows:

2013 Eldorado Medium Sized Passenger bus
Equipment # 030570

BE IT FURTHER ORDAINED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an agreement with Oakwood University to convey by donation the described property, said agreement being substantially similar in words and figures to that document identified as "Agency Agreement between the City of Huntsville and Oakwood University," consisting of a total of one (1) page, with the signature of the Council President, and the date of February 24, 2022, appearing on the margin of the first page, a copy of said document being permanently on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 24th day of February, 2022.

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

APPROVED this the 24th day of February, 2022.

_____
Mayor of the City of Huntsville,
Alabama

AGENCY AGREEMENT BETWEEN THE CITY OF HUNTSVILLE OAKWOOD UNIVERSITY

STATE OF ALABAMA

COUNTY OF MADISON

AGENCY AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of March, 2022, by and between Oakwood University, hereinafter referred to as "AGENCY", and the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, Agency provides services which confer a public benefit of a reasonably general character; and,

WHEREAS, City desires to donate equipment to Agency to assist with the provision of such services; and,

WHEREAS, the donated vehicle by City to Agency for such services constitutes a legitimate public purpose; and,

WHEREAS, both parties acknowledge the receipt of good and valuable consideration supporting the terms and conditions of this agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

A. Agency will provide the services authorized by its charter, Articles of Incorporation, by-laws, or other applicable documents which govern the scope of its services.

B. City agrees to donate equipment #030570 VIN 1N9TBAC63DC084221 a 2013 Eldorado Medium Sized Passenger Bus to Agency.

C. The parties agree that the services provided by Agency serve a legitimate public purpose.

_____

President of the City Council of
the City of Huntsville, Alabama
Date: March 10, 2022

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this the 10th day of March, 2022.

CITY OF HUNTSVILLE, ALABAMA

BY:_____
Tommy Battle
ITS: Mayor

ATTEST:

By:_____
Kenneth Benion
Its: Clerk-Treasurer

AGENCY
OAKWOOD UNIVERSITY

BY:_____
ITS:_____

WITNESS:

_____ _____

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0202

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 Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** TMP-1312

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 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:

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 10th day of March, 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0203

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 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:
$102,500.00 - Increase the special appropriation to the Huntsville/Madison County Convention and Visitors Bureau from the 1% Lodging Tax Revenue, with the expenditure pending the event requirements:

- $97,500.00 for support of the SPARTAN Combat (Wrestling).
- $5,000.00 for support of the US Tennis Association National Level 4 Tournament.

$132,000.00 - Authorize the Huntsville/Madison County Convention and Visitors Bureau to commit (1/2 paid each year 2024-2025) from the 1% Lodging Tax Revenue (2013 Lodging Tax Recruitment Committee) for support of the Alabama Music Educators Association Annual Meeting.

$195,000.00 - Increase the special appropriation to the Sports Commission from the 1% Lodging Tax Revenue, with the expenditure pending the event requirements:

- $35,000.00 for additional support of the Alabama High School Athletic Association North Regional Volleyball Championship (Year 1 of 3).
- $ 5,000.00 for additional support of the Elevate the Stage Gymnastics Event.
- $60,000.00 for additional support of the Alabama High School Athletic Association State Wrestling Championship (Year 2 of 3).
- $20,000.00 for support of the Rocket City 5-and-Under (Curling).
- $ 8,000.00 for support of the Falcon Fest Soccer Tournament.
- $25,000.00 for support of the South Eastern Short Course (Swimming).
- $15,000.00 for support of the South Eastern Collegiate Hockey Conference Playoffs.
- $17,500.00 for support of the International Senior Softball Association.
- $10,000.00 for support of the Horizon Soccer Cup.

$527,000.00 - Increase the Arts Huntsville appropriation for the installation of National Fitness Campaign artist fitness courts at Legacy Park, Apollo Park, John Hunt Park, and California Park funded by fund balance.

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** TMP-1314

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 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:
$102,500.00 - Increase the special appropriation to the Huntsville/Madison County Convention and Visitors Bureau from the 1% Lodging Tax Revenue, with the expenditure pending the event requirements:

- $97,500.00 for support of the SPARTAN Combat (Wrestling).
- $5,000.00 for support of the US Tennis Association National Level 4 Tournament.

$132,000.00 - Authorize the Huntsville/Madison County Convention and Visitors Bureau to commit (1/2 paid each year 2024-2025) from the 1% Lodging Tax Revenue (2013 Lodging Tax Recruitment Committee) for support of the Alabama Music Educators Association Annual Meeting.

$195,000.00 - Increase the special appropriation to the Sports Commission from the 1% Lodging Tax Revenue, with the expenditure pending the event requirements:

- $35,000.00 for additional support of the Alabama High School Athletic Association North Regional Volleyball Championship (Year 1 of 3).
- $ 5,000.00 for additional support of the Elevate the Stage Gymnastics Event.
- $60,000.00 for additional support of the Alabama High School Athletic Association State Wrestling Championship (Year 2 of 3).
- $20,000.00 for support of the Rocket City 5-and-Under (Curling).
- $ 8,000.00 for support of the Falcon Fest Soccer Tournament.
- $25,000.00 for support of the South Eastern Short Course (Swimming).
- $15,000.00 for support of the South Eastern Collegiate Hockey Conference Playoffs.
- $17,500.00 for support of the International Senior Softball Association.
- $10,000.00 for support of the Horizon Soccer Cup.

$527,000.00 - Increase the Arts Huntsville appropriation for the installation of National Fitness Campaign artist fitness courts at Legacy Park, Apollo Park, John Hunt Park, and California Park funded by fund balance.

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 1% LODGING TAX 2013 FUND:

Increase the special appropriation to the Huntsville/Madison County Convention and Visitors Bureau from the 1% Lodging Tax Revenue, with the expenditure pending the event requirements:

- $97,500.00 for support of the SPARTAN Combat (Wrestling).
- $5,000.00 for support of the US Tennis Association National Level 4 Tournament.

Authorize the Huntsville/Madison County Convention and Visitors Bureau to commit $132,000.00 (1/2 paid each year 2024-2025) from the 1% Lodging Tax Revenue (2013 Lodging Tax Recruitment Committee) for support of the Alabama Music Educators Association Annual Meeting.

Increase the special appropriation to the Sports Commission from the 1% Lodging Tax Revenue, with the expenditure pending the event requirements:

- $35,000.00 for additional support of the Alabama High School Athletic Association North Regional Volleyball Championship (Year 1 of 3).
- $ 5,000.00 for additional support of the Elevate the Stage Gymnastics Event.
- $60,000.00 for additional support of the Alabama High School Athletic Association State Wrestling Championship (Year 2 of 3).
- $20,000.00 for support of the Rocket City 5-and-Under (Curling).
- $ 8,000.00 for support of the Falcon Fest Soccer Tournament.
- $25,000.00 for support of the South Eastern Short Course (Swimming).
- $15,000.00 for support of the South Eastern Collegiate Hockey Conference Playoffs.
- $17,500.00 for support of the International Senior Softball Association.
- $10,000.00 for support of the Horizon Soccer Cup.

In the 1990 CAPITAL IMPROVEMENTS FUND:

Increase the Arts Huntsville appropriation for the installation of National Fitness Campaign artist fitness courts at Legacy Park, Apollo Park, John Hunt Park, and California Park by $527,000.00 funded by fund balance.

ORDINANCE NO. 22 – _____

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0204

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 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:
Update of Bids:

SiteOne Landscape Supply - Rock Salt & Chloride (Public Woks Services) $15,000.00 annually.

Cofield Supply & Service LC - Crack Sealant (Public Works Serves) $15,000 annually.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** TMP-1315

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 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:
Update of Bids:

SiteOne Landscape Supply - Rock Salt & Chloride (Public Woks Services) $15,000.00 annually.

Cofield Supply & Service LC - Crack Sealant (Public Works Serves) $15,000 annually.

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 March 10, 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
SiteOne Landscape Supply	Rock Salt & Calcium Chloride	One Year W/Extensions
Cofield Supply & Services, LLC	Crack Sealant	One Year W/Extensions

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of Huntsville, Alabama

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below with the date of March 10, 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
SiteOne Landscape Supply	Rock Salt & Calcium Chloride	One Year W/Extensions
Cofield Supply & Services, LLC	Crack Sealant	One Year W/Extensions

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of Huntsville, Alabama

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 2/2/2022
FROM: Chris McNeese **DEPT:** Public Works Services
BID #: 26-2022-73-3 **COMMODITY/SERVICE:** Rock Salt & Calcium Chloride

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND SiteOne Landscape Supply

RECOMMENDATION: It is recommended and in the best interest of the City of Huntsville and based on the overall low bid to award the bid to SiteOne Landscape Supply

DESCRIPTION	PRICE	UOM	COMMENT
Rock Salt Medium Granules 50lb bag (delivered)	9.99	EA	Less than Full Pallet
Rock Salt Medium Granules 50lb bag (delivered)	8.99	EA	Full Pallet
Rock Salt Medium Granules 50lb bag (delivered)	7.50	EA	880 bags (truckload)
Rock Salt Medium Granules 50lb bag (pick up)	9.99	EA	Less than Full Pallet
Rock Salt Medium Granules 50lb bag (pick up)	8.99	EA	Full Pallet
Calcium Chloride 50lb bag (delivered)	13.99	EA	Less than Full Pallet
Calcium Chloride 50lb bag (delivered)	12.99	EA	Full Pallet

INITIAL PURCHASE: $15,000.00
FUNDING SOURCE: 3020-55-00000-516010-0000000
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.

Christopher McNeese Digitally signed by Christopher McNeese Date: 2022.02.02 09:14:23 -06'00'
Department Head Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.02.02 19:03:06 -06'00' 2/2/2022
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 Services **DATE:** 2/2/2022
FROM: Chris McNeese **DEPT:** Public Works Services
BID #: 26-2022-73-3 **COMMODITY/SERVICE:** Rock Salt & Calcium Chloride

DESCRIPTION	PRICE	UOM	COMMENT
Calcium Chloride 50lb bag (delivered)	10.50	EA	880 bags (truckload)
Calcium Chloride 50lb bag (pick up	19.99	EA	Less than Full Pallet
Calcium Chloride 50lb bag (pick up)	12.99	EA	Full Pallet

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** March 1, 2022
FROM: Chris McNeese **DEPT:** Public Works Services
BID #: 32-2022-73-3 **COMMODITY/SERVICE:** Crack Sealant

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Cofield Supply & Service, LLC

RECOMMENDATION: It is recommended that Cofield Supply & Service, LLC be awarded the bid as they were the overall low and responsive bidder.

DESCRIPTION	PRICE	UOM	COMMENT
30lb Bags on Pallett (2100 lbs)	.72	LB	
20 pallet Bulk Deliver per Truck (42,000 lbs)	.66	LB	

INITIAL PURCHASE: $15,000.00
FUNDING SOURCE: 3020-55-00000-516010-0000000
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.

Christopher McNeese Digitally signed by Christopher McNeese Date: 2022.03.01 09:39:39 -06'00'
Department Head — Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.03.01 11:24:45 -06'00'
Procurement Manager — Date: 3/1/2022

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 March 10, 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
SiteOne Landscape Supply	Rock Salt & Calcium Chloride	One Year W/Extensions
Cofield Supply & Services, LLC	Crack Sealant	One Year W/Extensions

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of Huntsville, Alabama

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO:	Procurement Services	**DATE:**	2/2/2022
FROM:	Chris McNeese	**DEPT:**	Public Works Services
BID #:	26-2022-73-3	**COMMODITY/SERVICE:**	Rock Salt & Calcium Chloride

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND SiteOne Landscape Supply

RECOMMENDATION: It is recommended and in the best interest of the City of Huntsville and based on the overall low bid to award the bid to SiteOne Landscape Supply

DESCRIPTION	PRICE	UOM	COMMENT
Rock Salt Medium Granules 50lb bag (delivered)	9.99	EA	Less than Full Pallet
Rock Salt Medium Granules 50lb bag (delivered)	8.99	EA	Full Pallet
Rock Salt Medium Granules 50lb bag (delivered)	7.50	EA	880 bags (truckload)
Rock Salt Medium Granules 50lb bag (pick up)	9.99	EA	Less than Full Pallet
Rock Salt Medium Granules 50lb bag (pick up)	8.99	EA	Full Pallet
Calcium Chloride 50lb bag (delivered)	13.99	EA	Less than Full Pallet
Calcium Chloride 50lb bag (delivered)	12.99	EA	Full Pallet

INITIAL PURCHASE: $15,000.00
FUNDING SOURCE: 3020-55-00000-516010-0000000
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.

Christopher McNeese Digitally signed by Christopher McNeese Date: 2022.02.02 09:14:23 -06'00'
Department Head — Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.02.02 19:03:06 -06'00'
Procurement Manager — Date: 2/2/2022

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 2

TO: Procurement Services **DATE:** 2/2/2022
FROM: Chris McNeese **DEPT:** Public Works Services
BID #: 26-2022-73-3 **COMMODITY/SERVICE:** Rock Salt & Calcium Chloride

DESCRIPTION	PRICE	UOM	COMMENT
Calcium Chloride 50lb bag (delivered)	10.50	EA	880 bags (truckload)
Calcium Chloride 50lb bag (pick up	19.99	EA	Less than Full Pallet
Calcium Chloride 50lb bag (pick up)	12.99	EA	Full Pallet

HUNTSVILLE

Tommy Battle
Mayor
City of Huntsville, Alabama
Finance Department
Procurement Services Division

Invitation For Bids
Rock Salt and Calcium Chloride

Invitation for Bid #:	26-2022-73-3
Issue Date:	January 6, 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:	January 20, 2022 @ 2:00 PM All questions must be submitted in writing to erin.motes@huntsvilleal.gov
IFB Closing Date:	January 27, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Erin Motes erin.motes@huntsvilleal.gov (256) 427-55056 (256) 427-5059 fax
City Internet Site:	www.huntsvilleal.gov/ebids
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Rock Salt and Calcium Chloride 2022

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 on a category basis. 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: NONE

DESCRIPTION OF GOODS	DELIVERY PRICE		PICK-UP PRICE	
	MIN. QUANTITY	UNIT PRICE	MIN. QUANTITY	UNIT PRICE
I: ROCK SALT MEDIUM SIZE GRANULES - 50LB BAG	#ME-050 Melt-It Granular Ice Melt 50 lbs.			
Less Than Full Pallet	1	9.99	1	9.99
Full Pallet	49	8.99	49	8.99
880 Bag Single Order	882 ~~880~~	7.50	N/A	N/A
Delivery Schedule (MAX 10 DAYS ARO)	2-10 days ARO			
II: CALCIUM CHLORIDE - 50LB BAG	#092033 Lava Melt Granular Calcium Chloride 50 lbs.			
Less Than Full Pallet	1	13.99	1	13.99
Full Pallet	49	12.99	49	12.99
880 Bag Single Order	882 ~~880~~	10.50	N/A	N/A
Delivery Schedule (MAX 10 DAYS ARO)	2-10 days ARO			
• **List All Step Pricing Between Minimum Order And 880 Bag Order**				

This Price Bid Form is hereby submitted by the undersigned:

SiteOne Landscape Supply	Keith McGinty Director
Printed legal name of Bidder	Printed name of individual/corporate officer/general partner/joint venturer AND Title
Signature	1/20/22
	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): _____.
- 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: 921-162, DE
☐ 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): DIRECTOR

Type or legibly write name: Keith McGinty Date: 1/20/22

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

Name of Proposer (exactly as it would appear on an agreement):
SiteOne Landscape Supply

Doing-Business-As Name of Proposer:

Principal Office Address:
300 Colonial Center Parkway, Suite 600
Roswell, GA 30076

Telephone Number: 216.706.9250 ext2

Fax Number: 248.581.1433

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: 5/11/01
Location of incorporation: DELAWARE
The corporation is held: Publicly ✓ Privately ___

Names and titles of corporate officers: Please see attached

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 ✓
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.

Signature of Proposer

Keith McGinty

Print or Type Name of Proposer

1/20/22

Date

SiteOne Landscape Supply

Legal Name of Firm

1385 East 36th Street

Cleveland, Ohio 44114

Mailing Address

City State Zip Code

216.706.9250 248.581.1433

Phone Fax

bids@SiteOne.com

Email Address

WWW.SITEONE.COM

Website Address

Alabama Secretary of State

SiteOne Landscape Supply LLC	
Entity ID Number	000 - 921 - 162
Entity Type	Foreign Limited Liability Company
Principal Address	5610 MCGINNIS FERRY RD ALPHARETTA, GA 30005
Principal Mailing Address	5610 MCGINNIS FERRY RD ALPHARETTA, GA 30005
Status	Exists
Place of Formation	Delaware
Formation Date	05/11/2001
Qualify Date	01/31/2002
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Nature of Business	

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	2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2017 2018 2019 2020

Transactions

Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Transaction Date	10/22/2013
Legal Name Changed From	John Deere Landscapes, Inc.
Transaction Date	10/22/2013
Miscellaneous Filing Entry	CONVERSION FROM F/C FILED
Transaction Date	10/22/2013
Miscellaneous Filing Entry	Conversion Effective 09-25-2013
Transaction Date	10/13/2015
Legal Name Changed From	John Deere Landscapes LLC

SiteOne Landscape Supply LLC	
Transaction Date	05/23/2016
Legal Name Merged	Shemin Nurseries, Inc.
Transaction Date	05/23/2016
Miscellaneous Filing Entry	Merger Effective 02-08-2016 @ 11:59 p.m.
Scanned Documents	
Document Date / Type / Pages	01/31/2002 Certificate of Formation 2 pgs.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/22/2013 Conversion 6 pgs.
Document Date / Type / Pages	10/13/2015 Articles of Amendment 3 pgs.
Document Date / Type / Pages	05/23/2016 Merger 7 pgs.

Browse Results New Search

E-Verify

Company ID Number: 760915

Approved by:

Employer SiteOne Landscape Supply, LLC	
Name (Please Type or Print) Kathy E White	Title
Signature Electronically Signed	Date 03/04/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/05/2014

E-Verify

Company ID Number: 760915

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	SiteOne Landscape Supply, LLC
Company Facility Address	300 Colonial Center Pkwy Ste 600 Roswell, GA 30076
Company Alternate Address	
County or Parish	FULTON
Employer Identification Number	364485550
North American Industry Classification Systems Code	424
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	401

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

ALABAMA	7 site(s)
ARKANSAS	1 site(s)
ARIZONA	5 site(s)
CALIFORNIA	37 site(s)
COLORADO	5 site(s)
CONNECTICUT	9 site(s)
DELAWARE	2 site(s)
FLORIDA	48 site(s)
GEORGIA	15 site(s)
IOWA	2 site(s)
IDAHO	3 site(s)
ILLINOIS	13 site(s)
INDIANA	10 site(s)
KANSAS	5 site(s)
KENTUCKY	3 site(s)
LOUISIANA	1 site(s)
MASSACHUSETTS	19 site(s)
MARYLAND	12 site(s)
MAINE	1 site(s)
MICHIGAN	18 site(s)
MINNESOTA	7 site(s)
MISSOURI	7 site(s)
MISSISSIPPI	1 site(s)
NORTH CAROLINA	20 site(s)
NEBRASKA	3 site(s)
NEW HAMPSHIRE	3 site(s)
NEW JERSEY	18 site(s)
NEW MEXICO	1 site(s)
NEVADA	1 site(s)
NEW YORK	15 site(s)
OHIO	15 site(s)
OKLAHOMA	4 site(s)
OREGON	4 site(s)
PENNSYLVANIA	12 site(s)
RHODE ISLAND	1 site(s)
SOUTH CAROLINA	12 site(s)
SOUTH DAKOTA	1 site(s)
TENNESSEE	10 site(s)
TEXAS	25 site(s)
UTAH	4 site(s)
VIRGINIA	11 site(s)
WASHINGTON	5 site(s)
WISCONSIN	5 site(s)

E-Verify

Company ID Number: 760915

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

Name	Samantha McGown
Phone Number	(470) 277 - 7110
Fax Number	(770) 740 - 8541
Email Address	smcgown@siteone.com

Name	Kathy E White
Phone Number	(770) 255 - 2143
Fax Number	(770) 740 - 8541
Email Address	kewhite@johndeerelandscapes.com

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** March 1, 2022
FROM: Chris McNeese **DEPT:** Public Works Services
BID #: 32-2022-73-3 **COMMODITY/SERVICE:** Crack Sealant

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Cofield Supply & Service, LLC

RECOMMENDATION: It is recommended that Cofield Supply & Service, LLC be awarded the bid as they were the overall low and responsive bidder.

DESCRIPTION	PRICE	UOM	COMMENT
30lb Bags on Pallett (2100 lbs)	.72	LB	
20 pallet Bulk Deliver per Truck (42,000 lbs)	.66	LB	

INITIAL PURCHASE: $15,000.00
FUNDING SOURCE: 3020-55-00000-516010-0000000
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.

Christopher McNeese Digitally signed by Christopher McNeese Date: 2022.03.01 09:39:39 -06'00'
Department Head — Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2022.03.01 11:24:45 -06'00'
Procurement Manager — Date: 3/1/2022

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Tommy Battle
Mayor
City of Huntsville, Alabama
Finance Department
Procurement Services Division

Invitation For Bids
Crack Sealant

Invitation for Bid #:	32-2022-73-3
Issue Date:	February 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:	February 17, 2022 @ 2:00 PM All questions must be submitted in writing to erin.motes@huntsvilleal.gov
IFB Closing Date:	February 24, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Erin Motes erin.motes@huntsvilleal.gov (256) 427-5056 (256) 427-5059 fax
City Internet Site:	www.huntsvilleal.gov/ebids
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Crack Sealant 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.

VENDOR COMPLIANCE

SEALANT MATERIAL SPECIFICATION CONFORMANCE YES X NO___

Specification limits for Sealant Material when heated in accordance with ASTM D5078 to the maximum heating temperature are as follows:

Test	Recommended Specification
Cone Penetration (ASTM D5329)	20-40
Resilience (ASTM D5329)	30% min.
Softening Point (ASTM D36)	210°F (99°C) min.
Ductility, 77F (25C) (ASTM D113)	30 cm min.
Flexibility, 1/8" (3.2 mm) specimen, 90°bend, 10 sec., 1" (25 mm) mandrel (ASTM D3111 Modified)	Pass at 30°F (-1°C)
Flow 140°F (60°C), 5 h (ASTM D5329)	3 mm max
Viscosity, 400°F (204°C) (ASTM D2669)	100 Poise max.
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min
Tensile Adhesion, 1" (25.4 mm) thickness (ASTM D5329)	400% min.
Maximum Heating Temperature	400°F (204°C)
Minimum Application Temperature	380°F (193°C)
Unit Weight	10.5 lbs per gallon

SEALANT MATERIAL PACKAGING **VENDOR COMPLIANCE**

1. Product shall be supplied in 30 lb. (13.6 kg) completely meltable packages that are interlock stacked on pallets containing 2100 lb. (952 kg) of product or supplied by the truckload containing 20 pallets and 42,000 lb. (19050.8 kg) of product.	YES X NO___
2. The individual packages and palletized unit shall not contain any cardboard components to open, empty, handle, or dispose of.	YES X NO___
3. Packages shall be labeled in accordance with OSHA, GHS and ASTM requirements. The packages and palletized unit shall be water and weather resistant and shall be able to be stored outside.	YES X NO___
4. The individual packages of product shall be encased in a high-strength, low-density, protective covering that quickly melts into the product at normal use temperatures without affecting product installation characteristics or specification conformance.	YES X NO___

VENDOR COMPLIANCE
YES X NO____

5. The protective covering shall not weigh more than 0.50% of the product weight and shall have the following properties:

Thickness (ASTM D1777, 7.15 psi, 0.625 in. dia. presser)	0.004-0.008 in. (0.10-0.20 mm)
Puncture Resistance (ASTM E 154)	75 lb. (334N) min
Tensile Strength (ASTM D5035, cut strip, 2 in. /min)	20 lb. /in. (35N/cm) min
Density (ASTM D792)	0.50 g/cc maximum

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 on a category basis. 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: Crack Sealant

A.	30 lb. Bags on Pallet (2100lb)	$ 0.72
B.	20 pallet Bulk Delivery Per Truck (42,000lbs.)	$ 0.606

This Price Bid Form is hereby submitted by the undersigned:

Cofield Supply and Service LLC
Amy Cofield
Printed legal name of Bidder

Amy Cofield - owner/mbr
Printed name of individual/corporate officer/general partner/joint venturer AND Title

Amy Cofield
Signature

2/15/22
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): Cofield Supply and Service.
- City of Huntsville current taxpayer identification number (if available): 842577487. (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: 842577487 — Alabama
☐ 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: Amy Cofield Title (if applicable): owner/mbr

Type or legibly write name: Amy Cofield Date: 2/15/22

Alabama Secretary of State

Cofield Supply and Service LLC	
Entity ID Number	000 - 581 - 565
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Talladega County
Formation Date	07/15/2019
Registered Agent Name	COFIELD, ANGELENA
Registered Office Street Address	1412 OLD SCHOOL ROAD MUNFORD, AL 36268
Registered Office Mailing Address	1412 OLD SCHOOL ROAD MUNFORD, AL 36268
Nature of Business	

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	2020 2021

Transactions	
Transaction Date	07/19/2019
Miscellaneous Filing Entry	New Entity Effective 07-15-2019 10:32

Scanned Documents	
Document Date / Type / Pages	07/19/2019 Certificate of Formation 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):

Cofield Supply and Service, LLC

Doing-Business-As Name of Proposer:

Cofield Supply and Service, LLC

Principal Office Address:

1412 Old School Rd.
Munford, AL 36268

Telephone Number: 256-624-6711

Fax Number: N/A

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: July 15, 2019
Location of organization: 1412 Old School Rd., Munford, AL 36268
The partnership is: General ___ Limited X

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

Amy Cofield - 1412 Old School Rd., Munford, AL 36268 - 35%
Angelena Cofield - 1412 Old School Rd., Munford, AL 36268 - 35%
Johnnie (Mark) Cofield - 1412 Old School Rd., Munford, AL 36268 - 30%

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.

Amy Cofield
Signature of Proposer

Amy Cofield
Print or Type Name of Proposer

2/15/22
Date

Cofield Supply and Service, LLC
Legal Name of Firm

1412 old School Rd.
Mailing Address

Munford, AL 36268
City State Zip Code

256-624-6711
Phone Fax

shop@cofieldstore.com
Email Address

www.cofieldstore.com
Website Address

Company ID Number: 1524600

Approved by:

Employer Cofield Supply and Service	
Name (Please Type or Print) ANGELENA COFIELD	Title
Signature Electronically Signed	Date 03/26/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/26/2020

Company ID Number: 1524600

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Cofield Supply and Service
Company Facility Address	1412 Old School Road Munford, AL 36268
Company Alternate Address	
County or Parish	TALLADEGA
Employer Identification Number	842577487
North American Industry Classification Systems Code	444
Parent Company	COFIELD SUPPLY AND SERVICE LLC
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1524600

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)

E-Verify

Company ID Number: 1524600

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

Name	ANGELENA COFIELD
Phone Number	(256) 624 - 6711
Fax Number	
Email Address	shop@cofieldstore.com

Name	AMY COFIELD
Phone Number	(256) 624 - 6711
Fax Number	
Email Address	shop@cofieldstore.com

Name	ANGELENA COFIELD
Phone Number	(256) 624 - 6711
Fax Number	
Email Address	shop@cofieldstore.com

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0205

Department: **Engineering**

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

Resolution authorizing the Mayor to enter into a Detention Facilities Maintenance Agreement between the City of Huntsville and Chase Creek, L.L.C.

Resolution No.

Finance Information:

Account Number: Agreement is at no cost to the City.

City Obligation Amount: N/A

Total Obligation: N/A

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:

Stormwater Detention Facility Maintenance Agreement between Chase Creek, LLC, and the City requiring Chase Creek, LLC to maintain the stormwater detention/retention facility at The Dean at Chase Creek located near the intersection of U.S. HWY 72 East and Shields Road.

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 Chase Creek, L.L.C., and related improvements, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said contract is substantially in words and figures similar to that document attached hereto and identified as "Detention Facilities Maintenance Agreement between the City of Huntsville and Chase Creek, L.L.C.," consisting of a total of seven (7) pages plus three (3) additional pages including Exhibit "A", and the date of March 10, 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 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of Huntsville, Alabama

RESOLUTION NO. 22-157

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 Chase Creek, L.L.C., and related improvements, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said contract is substantially in words and figures similar to that document attached hereto and identified as "Detention Facilities Maintenance Agreement between the City of Huntsville and Chase Creek, L.L.C.", consisting of a total of seven (7) pages plus three (3) additional pages including Exhibit "A", and the date of March 10, 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 10th day of March, 2022.

_____

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

APPROVED this the 10th day of March, 2022.

_____

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

DETENTION FACILITIES
MAINTENANCE AGREEMENT

This Detention Facilities Maintenance Agreement ("Agreement"), made and entered into this 21st day of January, 2022 by and between Chase Creek, LLC (the "Owner") and The City of Huntsville, Alabama (the "City").

WITNESSETH:

WHEREAS, Owner is the owner of that certain tract of land in Madison County, Alabama, more particularly described on Exhibit A attached hereto and incorporated by this reference (the "Owner Property") upon which Owner intends to construct residential apartments and related improvements (the "Development"); and

WHEREAS, Owner has submitted plans (the "Plans") to the City as a part of Owner's permitting process for construction of the Development, which plans evidence that Owner shall construct certain stormwater detention and retention facilities, which may include but not be limited to swales, berms, pipes, and related appurtenances, upon the Owner Property (the "Detention Facilities");

WHEREAS, the City has requested that Owner enter into this Agreement to provide for the maintenance of the Detention Facilities;

NOW, THEREFORE, for Ten and 00/100 Dollars and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Maintenance and Detention Facilities. Owner agrees to construct the Detention Facilities in accordance with the Plans, except as the same may be modified with the consent of the City, and to maintain the Detention Facilities in good working order acceptable to the City Engineering Department. Upon Owner's failure to perform such maintenance obligations, the City shall have the right but not the obligation to perform the same pursuant to the easement granted in Section 2 below and shall have the right to receive reimbursement from Owner for the costs of such maintenance as set forth in Section 3 below.

President of the City Council of
the City of Huntsville, Alabama
Date: March 10, 2022

2. Grant of Easement. Owner does hereby grant, bargain, sell and convey unto the City, its successors and assigns, a permanent and perpetual, non-exclusive easement in and to that portion of the Owner Property as may be required for the City to perform inspection of the Detention Facilities whenever deemed necessary and to perform maintenance of the Detention Facilities if at any time Owner, after notice and opportunity to cure if notice and opportunity to cure are required as set forth in Section 5 hereof, fails to maintain the Detention Facilities in accordance with Section 1 hereof; provided, however, that in the exercise of such easement rights, the City shall use its best efforts to minimize any disruption to Owner's Apartments and the residents thereof.

3. Maintenance Costs. In the event Owner, after notice and opportunity to cure if notice and opportunity to cure are required as set forth in Section 5 hereof, fails to perform its maintenance obligations pursuant to Section 1 hereof and the City performs such maintenance of the Detention Facilities after such failure, Owner agrees to promptly reimburse the City for all reasonable costs incurred by the City in maintaining the Detention Facilities.

4. Indemnity/Liability. Owner hereby agrees to indemnify and hold harmless and does indemnify and hold harmless the City, its successors and assigns, and their respective present and future officials, officers, boards, commissions, employees, agents, attorneys, contractors, and subcontractors from and against any and all claims, actions, judgments, damages, fines, costs, liabilities, interest or losses (including reasonable attorneys' fees and expenses and court costs and fees), together with all costs and expenses of any kind or nature, which arise directly or indirectly from Owner's intentional or negligent acts, either sole or concurrent, with respect to the use or maintenance of the Detention Facilities and any other obligations imposed upon the Owner under the terms of this Agreement (including the intentional or negligent acts, either sole or concurrent, of Owner's employees, agents, contractors, subcontractors, tenants, subtenants, invitees, licensees, transferees, successors and assigns).

In no event shall the City, its successors and assigns, and their respective present and future officials, officers, boards, commissions, employees, agents, attorneys, contractors, and subcontractors (collectively referred to hereafter for purposes of this paragraph as "City") be liable to the Owner, its employees, agents, contractors, subcontractors, tenants, subtenants, invitees, licensees, transferees, successors and assigns, for any act or omission of the City in the event the City performs the maintenance obligations imposed on the Owner under the terms of this Agreement and Owner shall indemnify and hold harmless the City for same in accordance with the provisions of this paragraph 4.

Nothing contained in this paragraph 4 shall be construed as a waiver of any immunity of statutory protection of the City and no third party may expand any recovery against the City due to the Owner's duty of indemnification.

5. Notice and Cure. Notwithstanding anything to the contrary contained herein, the City shall not exercise any of its rights pursuant to Section 2 or Section 3 above

until the City has provided written notice of Owner's failure to perform its obligations hereunder as set forth herein and Owner has had thirty (30) days in which to cure such failure; provided, however, in the event there is an immediate threat to the health or safety of the public or to public property, then the City shall not be required to give Owner notice or an opportunity to cure. All notices and communications required, necessary or desired to be given to Owner pursuant to this Agreement, including a change of address for purposes of such notices and communications, shall be in writing and shall be given by personal delivery, overnight commercial courier, facsimile transmission or by United States mail, certified, return receipt requested, postage prepaid and addressed as follows:

OWNER: Chase Creek, LLC
174 Lo Ann Lane
Huntsville, AL 35811
TELEPHONE: (256)585-0800
FAX : None

or to the then-current owner of the Owner Property, as recorded in the County Tax Assessors Office where the property lies.

6. Representations. Each party represents and warrants that it has the full right, power and authority to enter into, execute and deliver this Agreement and to convey the aforesaid easements and related rights and to be bound hereby and hereto.

7. Estoppel Certificate. The City agrees that it will, within sixty (60) days of receipt of written request by Owner, execute and deliver any estoppel certificate reasonably requested by Owner, for the benefit of Owner's mortgagee or prospective assigns, certifying that, to the best of the City's knowledge, information and belief, no amounts are due and owing under this Agreement and the Owner is in compliance with all of its obligations hereunder. Such written request shall be sent by personal delivery, overnight commercial carrier, or by U.S. Mail, certified, return receipt requested, postage prepaid and addressed as follows:

City Engineer
City of Huntsville
320 Fountain Circle
Huntsville, Alabama 35801

With a copy to:

City Attorney
City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35801

8. Non-Waiver. Failure of the City to insist on strict performance of any of the conditions, covenants, terms, or provisions of this Agreement or to exercise any of its

rights hereunder shall not waive such rights, but the City shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

9. Successors and Assigns. This Agreement is a covenant running with the land/Owner Property and shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns, and shall pass with the conveyance of all or any portion of such property, whether specifically referred to or not.

10. Choice of Law. Any and all disputes arising out of this agreement shall be governed, construed and enforced in accordance with the laws of the State of Alabama. All actions related to the validity, construction, interpretation and enforcement of this agreement shall be instituted and litigated in the courts of Alabama. Owner submits to the jurisdiction of the courts of Alabama located in Madison County, Alabama.

11 Entire Agreement. This Agreement contains the sole and entire agreement of the parties with respect to matters contemplated hereunder, and no representations, inducement, promise or agreement, oral or written, between Owner and the City and not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by Owner and the City.

12. Running With Land. The easement contained herein shall run with the land as a burden to the Owner Property, and shall pass with the conveyance of all or any portion of such property, whether specifically referred to or not.

13. Severability. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal and delivered as of the date first above written.

Chase Creek, L.L.C., an
Alabama limited liability company
Owner

By: _____
Forest R. Knowles, Managing Member

By: _____
John A. Hayden, Managing Member

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned Notary Public, in and for said County and State, hereby certify that Forest R. Knowles, whose name as Managing Member of Chase Creek, L.L.C., is signed to the foregoing Detention Facilities Maintenance Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of this Detention Facilities Maintenance Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of the said limited liability company, as of the day the same bears date.

Given under my hand and official seal this 21st day of January, 2022.

_____
NOTARY PUBLIC
State of Alabama
County of Madison [SEAL]

My Commission Expires:
06/17/2024

[Signatures continued on following page]

Tabetha Marie Holyfield
Notary Public, Alabama State at Large
My Commission Expires 06/17/2024

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned Notary Public, in and for said County and State, hereby certify that John A. Hayden, whose name as Managing Member of Chase Creek, L.L.C., an Alabama limited liability company, is signed to the foregoing Detention Facilities Maintenance Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of this Detention Facilities Maintenance Agreement, he, as such Managing Member, and with full authority, executed the same voluntarily for and as the act of the said limited liability company, as of the day the same bears date.

Given under my hand and official seal this 21st day of January, 2022.

Tabetha Holyfield

NOTARY PUBLIC
State of Alabama
County of Madison [SEAL]

My Commission Expires:
06/17/2024

[Signatures continued on following page]

Tabetha Marie Holyfield
Notary Public, Alabama State at Large
My Commission Expires 06/17/2024

CITY:

THE CITY OF HUNTSVILLE, ALABAMA

By:_____
Tommy Battle
Its: Mayor

ATTEST:

_____
Kenneth Benion
City Clerk-Treasurer

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned, a Notary Public in and for said County in said State, personally appeared Tommy Battle, whose name as Mayor of the City of Huntsville, Alabama, and Kenneth Benion, whose name as Clerk-Treasurer of the City of Huntsville, Alabama, are signed to the foregoing Detention Facilities Maintenance Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Detention Facilities Maintenance Agreement, they, as such officers and with full authority executed the same voluntarily for and as the act of said City of Huntsville, Alabama as the day the same bears date.

GIVEN under my hand and seal this _____ day of _____, 2022.

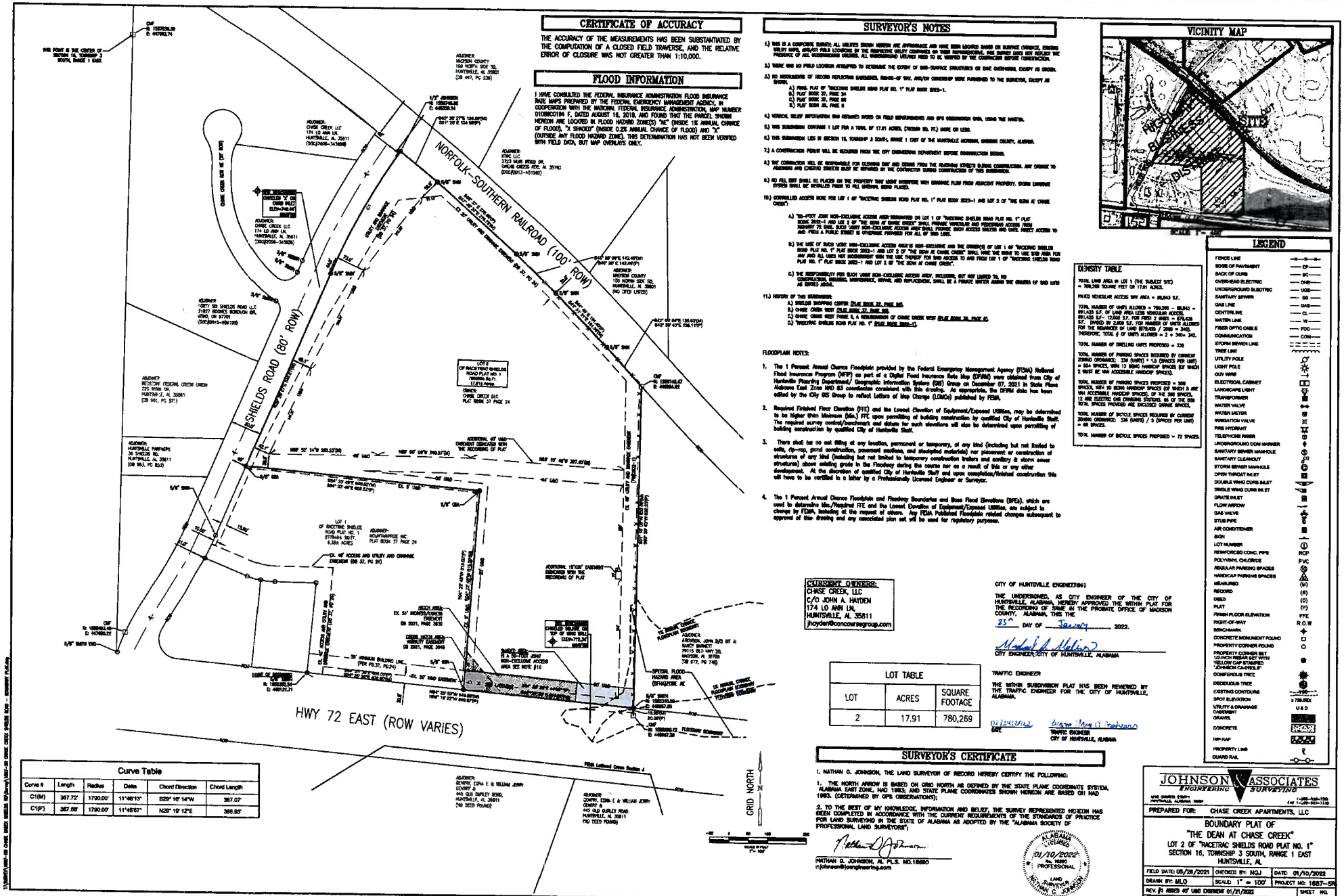
_____
Notary Public
My Commission expires:_____

This instrument prepared by:
Matthew S. Hale
Wallace Jordan Ratliff & Brandt, LLC
800 Shades Creek Parkway, Suite 400
Birmingham, AL 35209
(205) 870-0555

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 2 OF RACETRAC SHIELDS ROAD PLAT NO. 1, AS RECORDED IN PLAT BOOK 2022, PAGE 1, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.



CERTIFICATE OF ACCURACY

THE ACCURACY OF THE MEASUREMENTS HAS BEEN SUBSTANTIATED BY THE COMPUTATION OF A CLOSED FIELD TRAVERSE, AND THE RELATIVE ERROR OF CLOSURE WAS NOT GREATER THAN 1:10,000.

FLOOD INFORMATION

I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAPS PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, IN COOPERATION WITH THE NATIONAL FEDERAL INSURANCE ADMINISTRATION, MAP NUMBER 01089C0194 F, DATED AUGUST 18, 2018, AND FOUND THAT THE PARCEL SHOWN HEREON ARE LOCATED IN FLOOD HAZARD ZONE(S) "AE" (INSIDE 1% ANNUAL CHANCE OF FLOOD), "X SHADED" (INSIDE 0.2% ANNUAL CHANCE OF FLOOD) AND "X" (OUTSIDE ANY FLOOD HAZARD ZONE). THIS DETERMINATION HAS NOT BEEN VERIFIED WITH FIELD DATA, BUT MAP OVERLAYS ONLY.

SURVEYOR'S NOTES

1.) THIS IS A CORPORATE SURVEY; ALL UTILITIES SHOWN HEREON ARE APPROXIMATE AND HAVE BEEN MAPPED BASED ON SURFACE EVIDENCE, EXISTING UTILITY MAPS, AVAILABLE FIELD LOCATIONS BY THE RESPECTIVE UTILITY COMPANIES OR THEIR REPRESENTATIVES. THIS SURVEY DOES NOT REFLECT THE PRESENCE OF ANY UNDERGROUND UTILITIES. ALL UNDERGROUND UTILITIES NEED TO BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION.

2.) THERE WAS NO FIELD LOCATION ATTEMPTED TO DETERMINE THE EXTENT OF SUB-SURFACE STRUCTURES OR ENVIRONMENTAL CONDITIONS, EXCEPT AS SHOWN.

3.) NO ENCUMBRANCES OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR, EXCEPT AS SHOWN.
   A) PERM. PLAT OF "RACETRAC SHIELDS ROAD PLAT NO. 1" PLAT BOOK 2023-1.
   B) PLAT BOOK 37, PAGE 24
   C) PLAT BOOK 37, PAGE 26
   D) PLAT BOOK 39, PAGE 9

4.) VERTICAL RELIEF INFORMATION WAS OBTAINED BASED ON FIELD MEASUREMENTS AND GPS OBSERVATION DATA, USING THE NAVD'88.

5.) THIS SUBDIVISION CONTAINS 1 LOT FOR A TOTAL OF 17.91 ACRES, (780,269 SQ. FT.) MORE OR LESS.

6.) THIS SUBDIVISION LIES IN SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA.

7.) A CONSTRUCTION PERMIT WILL BE REQUIRED FROM THE CITY ENGINEERING DEPARTMENT BEFORE CONSTRUCTION BEGINS.

8.) THE CONTRACTOR WILL BE RESPONSIBLE FOR CLEANING DIRT AND DEBRIS FROM THE ADJOINING STREETS DURING CONSTRUCTION. ANY DAMAGE TO ADJOINING AND EXISTING STREETS MUST BE REPAIRED BY THE CONTRACTOR DURING CONSTRUCTION OF THIS SUBDIVISION.

9.) NO FILL DIRT SHALL BE PLACED ON THE PROPERTY THAT MIGHT INTERFERE WITH DRAINAGE FLOW FROM ADJACENT PROPERTY. STORM DRAINAGE SYSTEMS SHALL BE INSTALLED PRIOR TO FILL MATERIAL BEING PLACED.

10.) CORRELLED ACCESS NOTE FOR LOT 1 OF "RACETRAC SHIELDS ROAD PLAT NO. 1" PLAT BOOK 2023-1 AND LOT 2 OF "THE BEND AT CHASE CREEK":
   A) "50-FOOT JOINT NON-EXCLUSIVE ACCESS AREA" DESIGNATED ON LOT 1 OF "RACETRAC SHIELDS ROAD PLAT NO. 1" PLAT BOOK 2023-1 AND LOT 2 OF "THE BEND AT CHASE CREEK" SHALL PROVIDE VEHICULAR AND PEDESTRIAN ACCESS FROM HIGHWAY 72 EAST. SUCH JOINT NON-EXCLUSIVE ACCESS AREA SHALL PROVIDE SUCH ACCESS UNLESS AND UNTIL DIRECT ACCESS TO AND FROM A PUBLIC STREET IS OTHERWISE PROVIDED FOR ALL OF SAID LOTS.
   B) THE USE OF SUCH JOINT NON-EXCLUSIVE ACCESS AREA IS NON-EXCLUSIVE AND THE OWNER(S) OF LOT 1 OF "RACETRAC SHIELDS ROAD PLAT NO. 1" PLAT BOOK 2023-1 AND LOT 2 OF "THE BEND AT CHASE CREEK" SHALL HAVE THE RIGHT TO USE SAID AREA FOR ANY AND ALL USES NOT INCONSISTENT WITH THE USE THEREOF FOR SAID ACCESS TO AND FROM LOT 1 OF "RACETRAC SHIELDS ROAD PLAT NO. 1" PLAT BOOK 2023-1 AND LOT 2 OF "THE BEND AT CHASE CREEK".
   C) THE RESPONSIBILITY FOR SUCH JOINT NON-EXCLUSIVE ACCESS AREA, INCLUDING, BUT NOT LIMITED TO, ITS CONSTRUCTION, DRAINAGE, MAINTENANCE, REPAIR, AND REPLACEMENT, SHALL BE A PRIVATE MATTER AMONG THE OWNERS OF SAID LOTS AS STATED ABOVE.

11.) HISTORY OF THIS SUBDIVISION:
   A) SHIELDS SHOPPING CENTER (PLAT BOOK 32, PAGE 86).
   B) CHASE CREEK WEST (PLAT BOOK 37, PAGE 26).
   C) CHASE CREEK WEST PHASE II, A RESUBDIVISION OF CHASE CREEK WEST (PLAT BOOK 39, PAGE 9).
   D) "RACETRAC SHIELDS ROAD PLAT NO. 1" (PLAT BOOK 2023-1).

FLOODPLAIN NOTES:

1. The 1 Percent Annual Chance Floodplain provided by the Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) as part of a Digital Flood Insurance Rate Map (DFIRM) were obtained from City of Huntsville Planning Department/ Geographic Information System (GIS) Group on December 07, 2021 in State Plane Alabama East Zone NAD 83 coordinates consistent with this drawing. As appropriate, the DFIRM data has been edited by the City GIS Group to reflect Letters of Map Change (LOMCs) published by FEMA.

2. Required Finished Floor Elevation (FFE) and the Lowest Elevation of Equipment/Exposed Utilities, may be determined to be higher than Minimum (Min.) FFE upon permitting of building construction by qualified City of Huntsville Staff. The required survey control/benchmark and datum for such elevations will also be determined upon permitting of building construction by qualified City of Huntsville Staff.

3. There shall be no net filling at any location, permanent or temporary, of any land (including but not limited to soils, rip-rap, pond construction, pavement sections, and stockpiled materials) nor placement or construction of structures of any kind (including but not limited to temporary construction trailers and sanitary & storm sewer structures) above existing grade in the Floodway during the course nor as a result of this or any other development. At the discretion of qualified City of Huntsville Staff and upon completion/finished construction this will have to be certified in a letter by a Professionally Licensed Engineer or Surveyor.

4. The 1 Percent Annual Chance Floodplain and Floodway Boundaries and Base Flood Elevations (BFEs), which are used to determine Min./Required FFE and the Lowest Elevation of Equipment/Exposed Utilities, are subject to change by FEMA, including at the request of others. Any FEMA Published Floodplain related changes subsequent to approval of this drawing and any associated plan set will be used for regulatory purposes.

VICINITY MAP

DENSITY TABLE

TOTAL LAND AREA IN LOT 1 (THE SUBJECT SITE) = 780,269 SQUARE FEET OR 17.91 ACRES.

PAVED VEHICULAR ACCESS WAY AREA = 88,843 S.F.

TOTAL NUMBER OF UNITS ALLOWED = 780,269 - 88,843 = 691,426 S.F. OF LAND AREA LESS VEHICULAR ACCESS; 691,426 S.F. - 12,000 S.F. FOR FIRST 2 acres = 679,426 S.F. DIVIDED BY 2,000 S.F. FOR NUMBER OF UNITS ALLOWED FOR THE REMAINDER OF LAND 679,426 / 2000 = 340, THEREFORE, TOTAL # OF UNITS ALLOWED = 2 + 340= 342.

TOTAL NUMBER OF DWELLING UNITS PROPOSED = 336

TOTAL NUMBER OF PARKING SPACES REQUIRED BY CURRENT ZONING ORDINANCE: 336 (UNITS) * 1.5 (SPACES PER UNIT) = 504 SPACES, WITH 13 BEING HANDICAP SPACES (OF WHICH 2 MUST BE VAN ACCESSIBLE HANDICAP SPACES).

TOTAL NUMBER OF PARKING SPACES PROPOSED = 509 SPACES, WITH 20 BEING HANDICAP SPACES (OF WHICH 8 ARE VAN ACCESSIBLE HANDICAP SPACES), OF THE 509 SPACES, 12 ARE ELECTRIC CAR CHARGING STATIONS, 66 OF THE 509 TOTAL SPACES PROPOSED ARE ENCLOSED GARAGE SPACES.

TOTAL NUMBER OF BICYCLE SPACES REQUIRED BY CURRENT ZONING ORDINANCE: 336 (UNITS) / 3 (SPACES PER UNIT) = 88 SPACES.

TOTAL NUMBER OF BICYCLE SPACES PROPOSED = 72 SPACES.

LEGEND

FENCE LINE	
EDGE OF PAVEMENT	EP
BACK OF CURB	BC
OVERHEAD ELECTRIC	OHE
UNDERGROUND ELECTRIC	UGE
SANITARY SEWER	SS
GAS LINE	GAS
CENTERLINE	CL
WATER LINE	W
FIBER OPTIC CABLE	FOC
COMMUNICATION	COM
STORM SEWER LINE	
TREE LINE	
UTILITY POLE	
LIGHT POLE	
GUY WIRE	
ELECTRICAL CABINET	
LANDSCAPE LIGHT	
TRANSFORMER	
WATER VALVE	
WATER METER	
IRRIGATION VALVE	
FIRE HYDRANT	
TELEPHONE RISER	
UNDERGROUND COM MARKER	
SANITARY SEWER MANHOLE	
SANITARY CLEANOUT	
STORM SEWER MANHOLE	
OPEN THROAT INLET	
DOUBLE WING CURB INLET	
SINGLE WING CURB INLET	
GRATE INLET	
FLOW ARROW	
GAS VALVE	
STUB PIPE	
AIR CONDITIONER	
SIGN	
LOT NUMBER	
REINFORCED CONC. PIPE	RCP
POLYVINYL CHLORIDE	PVC
REGULAR PARKING SPACES	
HANDICAP PARKING SPACES	
MEASURED	(M)
RECORD	(R)
DEED	(D)
PLAT	(P)
FINISH FLOOR ELEVATION	FFE
RIGHT-OF-WAY	R.O.W
BENCHMARK	
CONCRETE MONUMENT FOUND	
PROPERTY CORNER FOUND	
PROPERTY CORNER SET 1/2-INCH REBAR SET WITH YELLOW CAP STAMPED JOHNSON CA-0915-LS	
CONIFEROUS TREE	
DECIDUOUS TREE	
CASTING CONTOURS	795
SPOT ELEVATION	± 796.REX
UTILITY & DRAINAGE EASEMENT	U & D
GRAVEL	
CONCRETE	
RIP-RAP	
PROPERTY LINE	
GUARD RAIL	

CURRENT OWNERS:

CHASE CREEK, LLC
C/O JOHN A. HAYDEN
174 LO ANN LN,
HUNTSVILLE, AL 35811
jhayden@concoursegroup.com

CITY OF HUNTSVILLE ENGINEER(S):

THE UNDERSIGNED, AS CITY ENGINEER OF THE CITY OF HUNTSVILLE, ALABAMA, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, THIS THE 25th DAY OF January 2022.

CITY ENGINEER/CITY OF HUNTSVILLE, ALABAMA

LOT TABLE

LOT	ACRES	SQUARE FOOTAGE
2	17.91	780,269

TRAFFIC ENGINEER

THE WITHIN SUBDIVISION PLAT HAS BEEN REVIEWED BY THE TRAFFIC ENGINEER FOR THE CITY OF HUNTSVILLE, ALABAMA.

01/24/2022
DATE

TRAFFIC ENGINEER
CITY OF HUNTSVILLE, ALABAMA

SURVEYOR'S CERTIFICATE

I, NATHAN G. JOHNSON, THE LAND SURVEYOR OF RECORD HEREBY CERTIFY THE FOLLOWING:

1. THE NORTH ARROW IS BASED ON GRID NORTH AS DEFINED BY THE STATE PLANE COORDINATE SYSTEM, ALABAMA EAST ZONE, NAD 1983; AND STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON NAD 1983. (DETERMINED BY GPS OBSERVATIONS);

2. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY REPRESENTED HEREIN HAS BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA AS ADOPTED BY THE "ALABAMA SOCIETY OF PROFESSIONAL LAND SURVEYORS";

NATHAN G. JOHNSON, AL P.L.S. NO.16890
n.johnson@jcengineering.com

ALABAMA LICENSED 01/10/2022 No. 16890 PROFESSIONAL LAND SURVEYOR NATHAN G. JOHNSON

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1(M)	367.72'	1790.00'	11°46'13"	S29° 16' 14"W	367.07'
C1(P)	367.58'	1790.00'	11°45'57"	N29° 19' 12"E	366.93'

JOHNSON ASSOCIATES ENGINEERING SURVEYING
4016 CHAPMAN DRIVE, HUNTSVILLE, ALABAMA 35816 — 256-539-7339 FAX 256-837-7110

PREPARED FOR: CHASE CREEK APARTMENTS, LLC

BOUNDARY PLAT OF
"THE DEAN AT CHASE CREEK"
LOT 2 OF "RACETRAC SHIELDS ROAD PLAT NO. 1"
SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 EAST
HUNTSVILLE, AL

FIELD DATE: 05/28/2021	CHECKED BY: NGJ	DATE: 01/10/2022	
DRAWN BY: MLO	SCALE: 1" = 100'	PROJECT NO: 1687-SR	
REV #1 ADDED 40' U&D EASEMENT 01/21/2022		SHEET NO. 1 of 2	
REV.			

PROBATE JUDGE CERTIFICATE FOR RECORDING

STATE OF ALABAMA
COUNTY OF MADISON

I, _____ JUDGE OF PROBATE OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT THE WITHIN AND FOREGOING INSTRUMENT OF WRITING WAS FILED FOR RECORD IN THIS OFFICE ON

THE ____ DAY OF _____, 2022 AT ___ O'CLOCK AND DULY RECORDED IN

DOCUMENT NO._____

_____,
JUDGE OF PROBATE

STATE OF ALABAMA)
COUNTY OF MADISON)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT, NATHAN G. JOHNSON, WHOSE NAME IS SIGNED TO THE FOREGOING CERTIFICATE AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF SAID CERTIFICATE HE HAS EXECUTED THE SAME VOLUNTARILY AS OF THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 21st DAY OF January 2022.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: 4/1/2026

STATE OF ALABAMA
COUNTY OF MADISON

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, HEREBY CERTIFY THAT JOHN A. HAYDEN, WHOSE NAME AS MANAGING MEMBER OF CHASE CREEK, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, IS SIGNED TO THE FOREGOING CERTIFICATE AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THIS CERTIFICATE, HE, AS SUCH MANAGING MEMBER, AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF THE SAID LIMITED LIABILITY COMPANY, AS OF THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THIS THE 21st DAY OF January 2022.

_____
NOTARY PUBLIC
STATE OF ALABAMA
COUNTY OF MADISON [SEAL]

MY COMMISSION EXPIRES:
04/1/2024

Tabatha Marie Hubbard
Notary Public, Alabama State at Large
My Commission Expires 04/1/2024

STATE OF ALABAMA
COUNTY OF MADISON

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, HEREBY CERTIFY THAT FOREST R. KNOWLES, WHOSE NAME AS MANAGING MEMBER OF CHASE CREEK, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, IS SIGNED TO THE FOREGOING CERTIFICATE AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THIS CERTIFICATE, HE, AS SUCH MANAGING MEMBER, AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF THE SAID LIMITED LIABILITY COMPANY, AS OF THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THIS THE 21st DAY OF January 2022.

_____
NOTARY PUBLIC
STATE OF ALABAMA
COUNTY OF MADISON [SEAL]

MY COMMISSION EXPIRES:
04/1/2024

Tabatha Marie Hubbard
Notary Public, Alabama State at Large
My Commission Expires 04/1/2024

STATE OF ALABAMA)
MADISON COUNTY)

I, NATHAN G. JOHNSON, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR AND LICENSED IN HUNTSVILLE, ALABAMA, AND THAT I HAVE SURVEYED THE LANDS EMBRACED IN THE WITHIN PLAT OR MAP DESIGNATED AS "THE DEAN AT CHASE CREEK"; LYING IN THE SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA ALL LYING WITHIN MADISON COUNTY, ALABAMA. IT IS FURTHER CERTIFIED THAT SAID PLAT OR MAP IS A TRUE PLAT OR MAP OF LANDS EMBRACED THEREIN, GIVING THE LENGTH AND BEARINGS OF THE BOUNDARIES OF EACH BLOCK AND LOT AND BLOCK NUMBERS; SHOWING THE STREETS, ALLEYS AND PUBLIC GROUNDS; GIVING THE BEARINGS, LENGTH, WIDTH AND NAME OF EACH STREET; SHOWING THE RELATION OF THE LANDS TO THE GOVERNMENT SURVEY; AND THAT MONUMENTS SHOWN HEREON SHALL BE INSTALLED AT ALL CORNERS AND CURVE POINTS PRIOR TO FINAL INSPECTION BY THE CITY ENGINEERING OF HUNTSVILLE, ALABAMA.

WE, JOHN A. HAYDEN, AS MANAGING MEMBER, OF CHASE CREEK LLC., AN ALABAMA LIMITED LIABILITY COMPANY AND FOREST R. KNOWLES, AS MANAGING MEMBER, OF CHASE CREEK LLC., AN ALABAMA LIMITED LIABILITY COMPANY, THE OWNER OF SAID LANDS IN SAID PLAT, HEREBY JOIN IN THIS CERTIFICATE AS REQUIRED BY LAW FOR THE PURPOSE OF GIVING FULL FORCE AND EFFECT TO THE PLATTING OF SAID LANDS EMBRACED IN SAID PLAT AS CONTEMPLATED AND REQUIRED BY LAW.

IN WITNESS WHEREOF, SAID NATHAN G. JOHNSON, SURVEYOR, AND JOHN A. HAYDEN, AS MANAGING MEMBER, OF CHASE CREEK LLC., AN ALABAMA LIMITED LIABILITY COMPANY AND FOREST R. KNOWLES, AS MANAGING MEMBER, OF CHASE CREEK LLC., AN ALABAMA LIMITED LIABILITY COMPANY, THE OWNER, HAVE CAUSED THESE PRESENTS TO BE DULY EXECUTED AND HEREUNTO SET OUR HAND AND AFFIX OUR SEALS

AS OF THE 21ST DAY OF January 2022, WHICH DATE IS THE LAST DATE UPON WHICH THE SIGNATORY LAST TO EXECUTE THE SAME SHALL AFFIX HIS/HER/ITS SIGNATURE, AND WHICH DATE IS INTENDED BY SIGNATORY PARTIES AS THE EFFECTIVE DATE HEREOF.

SURVEYOR:

_____
NATHAN G. JOHNSON, LAND SURVEYOR
AL PL.S. NO.16690

ALABAMA LICENSED No. 16690 PROFESSIONAL LAND SURVEYOR NATHAN G. JOHNSON 1-21-2022

OWNER:

CHASE CREEK, LLC.
ALABAMA LIMITED LIABILITY COMPANY

BY: _____
JOHN A. HAYDEN
AS ITS: MANAGING MEMBER

BY: _____
FOREST R. KNOWLES,
AS ITS: MANAGING MEMBER

PLANNING COMMISSION CERTIFICATE

THE WITHIN PLAT OF "THE DEAN AT CHASE CREEK", LYING IN THE SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA IS HEREBY APPROVED BY THE PLANNING COMMISSION FOR THE CITY OF HUNTSVILLE, ALABAMA, FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, THIS THE _____ DAY OF _____ 2022.

THE RECORDING MUST BE ACCOMPLISHED BY THE _____ DAY OF _____ 20____ IF THE PLAT IS NOT RECORDED BY THIS DATE, THE APPROVAL OF THE PLAT BY THE PLANNING COMMISSION SHALL BE DEEMED TO HAVE EXPIRED.

PLANNING COMMISSION FOR THE CITY OF HUNTSVILLE, ALABAMA

BY: _____

TITLE: _____

HUNTSVILLE UTILITIES

THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF HUNTSVILLE UTILITIES OF THE CITY OF HUNTSVILLE, ALABAMA, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF THE SAME IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, THIS THE 21st DAY OF January 2022.

_____
NAME/TITLE Manager

NOTE: HUNTSVILLE UTILITIES ELECTRIC DEPARTMENT WILL PROVIDE SERVICE ACCORDING TO ITS STANDARD SERVICE RULES AND REGULATIONS. THE COST OF ANY RELOCATION OF HUNTSVILLE UTILITIES REQUIRED DUE TO THIS PROJECT MUST BE PAID BY THE DEVELOPER/PROPERTY OWNER.

Huntsville Utilities can provide Water, Gas and Electric Service according to its standard Service Rules and Regulations, Main Extension Policies, and Fees to Commodities Policies.
Any project must be paid by the Developer or Property Owner.
Huntsville Utilities Water Department additional requirements:
High-flow test required:
Fireflow flow required: 1000 gpm @ 20 psi
Pressure required: 20 psi
Sprinkler test required: 1000 gpm @ 20 psi
Additional Fire Protection Required:
Minimum Elevation:
Maximum Hydrant Elevation:
Individual Sprinklers:

DRAINAGE DETENTION NOTE:

EACH PRESENT AND FUTURE OWNER OF THE LANDS EMBRACED BY THIS PLAT, BY VIRTUE OF THEIR OWNERSHIP OF SAID LANDS, SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THAT CERTAIN DETENTION FACILITIES MAINTENANCE AGREEMENT, WHICH AGREEMENT SHALL AND DOES HEREBY CONSTITUTE A COVENANT RUNNING WITH THE LAND, ENTERED INTO BY AND BETWEEN THE CITY OF HUNTSVILLE, ALABAMA ("CITY") AND JOHN A. HAYDEN, AS MANAGING MEMBER, OF CHASE CREEK LLC., AN ALABAMA LIMITED LIABILITY COMPANY AND FOREST R. KNOWLES, AS MANAGING MEMBER, OF CHASE CREEK LLC., AN ALABAMA LIMITED LIABILITY COMPANY, AS RECORDED IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, INCLUDING BUT NOT LIMITED TO THE CONSTRUCTION, MAINTENANCE, AND INDEMNIFICATION OBLIGATIONS IMPOSED THEREIN FOR THE STORMWATER DETENTION/RETENTION FACILITIES ("THE "DETENTION FACILITIES"). IN ADDITION, IN ACCORDANCE WITH SAID AGREEMENT, THE CITY OF HUNTSVILLE, ALABAMA, ITS SUCCESSORS AND ASSIGNS, ARE HEREBY GRANTED A PERMANENT AND PERPETUAL NON-EXCLUSIVE EASEMENT IN AND TO THAT PORTION OF THE LANDS EMBRACED BY THIS PLAT AS MAY BE REQUIRED FOR THE CITY TO PERFORM INSPECTION AND MAINTENANCE OF THE DETENTION FACILITIES IN THE EVENT THE THEN-CURRENT OWNER FAILS TO DO SO, AS SET FORTH IN SAID AGREEMENT.

JOHNSON ASSOCIATES ENGINEERING SURVEYING
1213 SHIELDS STREET, HUNTSVILLE, ALABAMA 35801 | T: 256.533.7391 | F: 256.534.7319

PREPARED FOR: CHASE CREEK APARTMENTS, LLC

BOUNDARY PLAT OF
"THE DEAN AT CHASE CREEK"
LOT 2 OF "RACETRAC SHIELDS ROAD PLAT NO. 1"
SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 EAST
HUNTSVILLE, AL

FIELD DATE: 05/26/2021	CHECKED BY: NGJ	DATE: 01/10/2022
DRAWN BY: MLO	SCALE: N/A	PROJECT NO: 1967-SR
REV. (1 REVISED AS PER CITY COMMENTS 01/21/2022		SHEET NO. 2 of 2
REV.		

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0206

Department: **General Services**

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Building & Earth for engineering services for the New Transit Transfer Station.

Resolution No.

Finance Information:

Account Number: 2001-54-62000-522000-EDPROFSV

City Obligation Amount: $15,600.00

Total Obligation: $15,600.00

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: Construction Materials Testing Services for the New Transit Transfer Station

RESOLUTION NO. -_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Standard Agreement between the City of Huntsville and Building& Earth for engineering services for the New Transit Transfer Station located at the 521 Pratt Avenue Huntsville, Alabama in the amount of Fifteen Thousand Six Hundred Dollars and 00/100s ($15,600.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Standard Agreement between the City of Huntsville and Building & Earth consisting of a total of sixteen (16) pages together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the Office of the City Clerk Treasurer of the City of Huntsville, Alabama.

ADOPTED this the _____ day of _____, 2022.

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

APPROVED this the _____ day of _____, 2022.

_____
Mayor of the City of Huntsville,
Alabama

STANDARD AGREEMENT
BETWEEN
CITY OF HUNTSVILLE
AND
BUILDING & EARTH

~~~~~~~~~~

This Agreement is made by and between the City of Huntsville, Alabama, a Municipal Corporation by:

City of Huntsville
308 Fountain Circle
Huntsville, Alabama 35801

(hereinafter referred to as the "Owner") and:

Building & Earth
2607 Leeman Ferry Road
Suite 5
Huntsville, Alabama 35801

(hereinafter referred to as the "Engineer") under seal for services described below to be rendered for the following Project:

Project Title: **New Transit Transfer Station**
Address: **521 Pratt Avenue**
General Project Description: **Construction Materials Testing, Special Inspections and ADEM Inspections for the**

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Engineer hereby agree as follows:

Date: _____

President of the City Council: _____
~~~~~~~~~~

ARTICLE I
THE ENGINEER'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Engineer represents to the Owner that the Engineer is professional qualified to act as the Materials Testing and Inspection Engineer for the project and is licensed to practice Engineering by all public entities having jurisdiction over the Engineer and the Project. The Engineer further represents to the Owner that the Engineer will maintain all necessary licenses, permits or other authorizations necessary to act as Engineer for the Project until Engineer's remaining duties hereunder have been satisfied. The Engineer assumes full responsibility to the Owner for the negligent acts, errors and omissions of its consultants or others employed or retained by the Engineer in connection with the Project.

1.2 Execution of this Agreement by the Engineer constitutes a representation that the Engineer has become familiar with the Project site and the local conditions under which the Project is to be implemented.

1.3 PERIOD OF PERFORMANCE

1.3.1 The Engineer shall commence services pursuant to this agreement as of **March 10, 2022**. The final completion date for the completion of the Project shall be approximately **March 10,2023**.

1.4 ADMINISTRATION OF CONSTRUCTION

1.4.1 The Engineer shall provide construction materials testing, and special inspections in addition to ADEM inspections of the work to be performed on the **New Transit Transfer Station** as set forth below and shall perform those duties and discharge those responsibilities set forth herein.

1.4.2 For the purposes of performing the work described as set forth herein and as included in Exhibit "A", the Engineer shall represent the Owner during construction. Instructions and other appropriate communications from the Owner to the contractor shall be communicated through the Engineer. The Engineer shall act on behalf of the Owner only to the extent provided herein.

1.4.3 The Engineer shall carefully examine the Work of the Contractor whenever and wherever appropriate. The purpose of such examinations will be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Construction Contract. In making such examinations, the Engineer shall exercise care to protect the Owner from defects or deficiencies in the Work, from unexcused delays in the schedule and from overpayment to the Construction Contract. Following each such examination the Engineer shall submit a written field observation report of such examination, together with any appropriate comments or recommendations, to the Owner.

1.4.4 The Engineer shall at all times have access to the Work wherever it is located. The Engineer shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the Work.

1.4.5 The Engineer shall reject Work which does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. Whenever, in the Engineer's opinion, it is necessary or advisable, the Engineer shall require special examination or testing of the Work in accordance with the provisions of the Construction Contract whether or not such Work is fabricated, installed or completed.

1.4.6 As relates to materials testing and inspection services performed herein, the Engineer shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the Engineer of the Contractor's submittal shall constitute the Engineer's representation to the Owner and the Project Architect that such submittal is generally in conformance with the design concept and information given through the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project. Owner should receive a copy of all engineer approved shop drawings, product data, samples, etc.

1.4.7 The Engineer shall review, and advise the Owner and Project Architect concerning, proposals and requests for

Change Orders from the Contractor. The Engineer shall provide input and recommendations to the Owner and Project Architect as necessary for the preparation of Change Orders for the Owner's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.4.8 In accordance with Section 7.7 herein, the Engineer shall indemnify and hold harmless the Owner, its officers, agents, and employees, from and against all liability, claims, damages, loss, costs and expenses arising out of, or resulting from, Engineer's negligent acts, errors, or omissions in the performance of the Engineer's professional services under this agreement. In the event the Owner is alleged to be liable on account of alleged negligent acts, errors or omissions of the Engineer, the Engineer shall defend such allegations and shall bear all costs, fees and expenses of such defense.

1.5 ADDITIONAL SERVICES

The following services of the Engineer are not included in Paragraphs 1.3 through 1.4. Nevertheless, the Engineer shall provide such services if authorized in writing by the Owner, and they shall be paid for by the Owner as provided hereinafter.

1.5.1

Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor, including assistance to the Owner regarding litigation of claims related to the Construction Contract or project.

1.6 SERVICE SCHEDULE

1.6.1 The Engineer shall perform its services expeditiously. Upon request by the Owner, the Engineer shall submit for the Owner's approval a schedule for the performance for the Engineer's services which shall include allowance for time required for the Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Engineer.

1.7 PERSONNEL

1.7.1 The Engineer shall assign only qualified personnel to perform any service concerning the project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

NAME	**FUNCTION**
Srdj Boskovic	**P.E.**

So long as the individuals named above remain actively employed or retained by the Engineer, they shall perform the functions indicated next to their names. Newly hired employees by the Engineer after the execution of this contract shall be declared to the Owner in writing and classed in a manner similar to existing employees, and subject to all of the terms of this Agreement.

1.7.2 The Owner shall designate representatives who are authorized to make all decisions except for change orders on the Owner's behalf when requested to do so by the Engineer. The following designated Owner representative(s) are authorized to make such decisions and shall be available on any on-call basis and shall be called in the order listed herein:

Name	**Work TelephoneCell Telephone**
Nicholas Gabig	**256-427-5287/ 256-924-1323**

The Owner shall furnish a revised listing to the Engineer when any changes affecting this list.

ARTICLE II

THE OWNER'S BASIC DUTIES TO THE ENGINEER OTHER THAN COMPENSATION

N/A

ARTICLE III
CONSTRUCTION COSTS

N/A

ARTICLE IV
BASIS OF COMPENSATION

4.1 The Owner shall compensate the Engineer for services rendered pursuant to Paragraphs 1.3 through 1.4 of this Agreement by payment in accordance with the rates included in the Schedule of Services and Fees as set forth in Exhibit "A" up to the Total Not-to Exceed Amount of Fifteen Thousand Six Hundred Dollars and NO/100s **($15,600.00)** with an additional reimbursable amount of $**3,000.00.** These amounts include the cost of addenda related to the bidding of the Construction Project.

4.2 Payment to the Engineer of the reimbursable amount set forth in Paragraph 4.1 shall be allocated per the attached proposal to include construction materials testing, ADEM and special inspections:

Additional services of the Engineer as described in Paragraph 1.5, if any, shall be compensated as follows: Compensation for such services shall be computed on an hourly basis in accordance with Exhibit "A" attached herewith. Additional Services of consultants, if any, shall be compensated on the basis of multiple of one point two (1.2) times the amounts billed to the Engineer for such service.

4.3 Reimbursable Expenses as defined in Article V, shall be reimbursed to the Engineer by the Owner as provided in Article V.

4.4 If the Engineer's services are changed materially through no fault of the Engineer, compensation due to the Engineer shall be equitably adjusted, either upward or downward.

ARTICLE V
PAYMENT TO THE ENGINEER

5.1 ENGINEER'S INVOICES

5.1.1 Not more frequently than monthly, unless otherwise agreed in writing by the Engineer and the Owner, the Engineer shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Engineer's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if services under Paragraphs 1.7 or 4.5 are included in the invoice and the person(s) rendering such service. The Engineer's invoice shall be accompanied by such documentation or data in support of Reimbursable Expenses for which reimbursement is sought as the Owner may require.

5.1.2 If payment is requested for services rendered by the Engineer pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Engineer, which signature shall constitute the

Engineer's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Engineer covered by prior invoices have been paid in full, and that, to the best of the Engineer's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Engineer the payment of any portion thereof should be withheld. Submission of the Engineer's invoice for final payment and reimbursement shall further constitute the Engineer's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Engineer to others, including its consultants, incurred in connection with the Project, will be paid in full.

5.2 TIME FOR PAYMENT

5.2.1 The Owner shall make payment to the Engineer of all sums properly invoiced as provided in Paragraph 5.1, within thirty (30) days of the Owner's receipt thereof.

5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

5.3.1 In the event the Owner becomes credibly informed that any representations of the Engineer, provided pursuant to Subparagraph 5.1.2, are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Engineer until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 REIMBURSABLE EXPENSES

5.4.1 Reasonable expenses for the project will only include expenses for ADEM Permit and Monitoring for the duration of the project and anything related to the ADEM process.

5.5 ENGINEER'S RECORDS

5.5.1 Documentation accurately reflecting the time expended by the Engineer and his personnel and records of Reimbursable Expenses shall be maintained by the Engineer and shall be available to the Owner for review and copying upon request.

ARTICLE VI
TERMINATION

6.1 TERMINATION FOR CAUSE

6.1.1 This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

6.2 TERMINATION BY THE OWNER WITHOUT CAUSE

6.2.1 This Agreement may be terminated by the Owner without cause upon seven (7) days' written notice to the Engineer. In the event of such a termination without cause, the Engineer shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Engineer shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 This Agreement shall be governed by the law of the State of Alabama.

7.2 INTENT AND INTERPRETATION

7.2.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to product the intended result shall be provided by the Engineer.

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

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

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

7.2.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

7.2.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

7.3 TIME IS OF THE ESSENCE

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

7.4 USE AND OWNERSHIP OF DOCUMENTS

7.4.1 The drawings, specifications and other documents or things prepared by the Engineer for the Project shall become and be the sole property of the Owner. The Engineer shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications and other documents or things are not intended by the Engineer for use on other projects by the Owner or others. Any reuse by the Owner without the written approval of the Engineer, shall be at the sole risk of the Owner and the Owner shall indemnify and save harmless the Engineer from any and all liability, costs, claims, damages, losses and expenses including attorney's fees arising out of, or resulting from, such reuse by the Owner; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the Contractor.

7.5 SUCCESSORS AND ASSIGNS

7.5.1 The Engineer shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Engineer, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

7.6 NO THIRD-PARTY BENEFICIARIES

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

7.7 INSURANCE

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

his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

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

Commercial General Liability

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

2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the Owner within reasonable economic terms. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered Engineers or Engineering Firms contracting in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

3. Automobile Liability:

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

4. Workers' Compensation Insurance:

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

5. Employers Liability Insurance:

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

B. MINIMUM LIMITS OF INSURANCE:

1. General Liability:

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

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

2. Professional Liability:

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

$ 100,000 Per Claim - Land Surveyors
$ 250,000 Per Claim - Other Professionals

3. Automobile Liability:

$ 500,000 Combined Single Limit per accident for bodily injury and property damage.

4. Workers' Compensation:

As Required by the State of Alabama Statute

5. Employers Liability:

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

C. OTHER INSURANCE PROVISIONS:

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

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

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

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

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

c. Engineer’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. Engineer is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-V.

E. VERIFICATION OF COVERAGE:

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

F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:

The Engineer shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

G. HOLD HARMLESS AGREEMENT:

1. Other Than Professional Liability Exposures:

The Engineer, to the fullest extent permitted by law, shall indemnify and hold harmless the Owner, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Engineer or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. Professional Liability:

The Engineer shall indemnify and hold harmless the Owner, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of the Engineer or any subconsultants employed by them or anyone employed by them or anyone for whose acts they are legally liable in the performance of the professional services under this agreement.

ARTICLE VIII
OTHER CONDITIONS OR SERVICES

8.1 N/A

8.2 ENTIRE AGREEMENT

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

ENGINEER	OWNER
SEAL	SEAL
By:	Tommy Battle By:
(SIGNATURE)	(SIGNATURE)
Building & Earth 2607 Leeman Ferry Suite 5 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.

BUILDING & EARTH
Geotechnical, Environmental, and Materials Engineers

2607 Leeman Ferry Road, Suite 5
Huntsville, AL 35801
Ph: (256) 713-0056
www.BuildingAndEarth.com

January 23, 2022

Exhibit A

City of Huntsville
615 Washington Street
Huntsville, AL 35801

Attn: Mr. Nick Gabig (nicholas.gabig@huntsvilleal.gov)

Subject: Proposal to Provide Construction
Materials Testing & Inspection Services for
New Transit Transfer Station
Huntsville, Alabama
Building & Earth Proposal No.: HV24020

Dear Mr. Gabig:

Building & Earth Sciences, Inc. is pleased to provide this proposal for Construction Materials Testing & Inspection services for the proposed New Transit Transfer Station in Huntsville, Alabama. We understand that this project consists the construction of a new transit station including a small building, canopies, and it's associated driving areas.

The project will consist of earthwork observation and testing, foundation inspection, concrete testing, and steel inspections. Our scope of work and associated cost estimates are presented in the following sections.

EARTHWORK OBSERVATION & TESTING SERVICES

During grading operations, an engineering technician will observe/document undercutting and fill placement and perform soil density testing. We have assumed ten 8-hour visits of full-time observations and soil density testing. Material samples will be collected from the site or proposed borrow source and tested at our lab for optimum moisture and maximum dry density. We have assumed 1 sample for testing. Included in this estimate are also two 3-hour visits by a member of our engineering staff to observe undercut of unsuitable material and proofrolls. Our cost estimate for earthwork is **$5,650.00.**

FOUNDATION & REINFORCING STEEL OBSERVATION

We will observe the placement of reinforcing steel prior to foundation concrete placement to document the quality, size, location, support, and concrete coverage for the reinforced concrete elements. We have assumed a total of five 3-hour visits by a Field Engineer or other member of our professional staff for foundation inspection. Our cost estimate for foundation observation is **$1,500.00.**

CONCRETE TESTING SERVICES

An engineering technician will perform concrete field testing services. This includes casting specimens for compressive strength testing as well as completing associated field tests in accordance with project specifications. Sets of five concrete cylinders will be cast for each pour as required by specifications. We have assumed the following:

- Foundations – 5 visits @ 4 hrs per visit
- Ticket Booth Slab – 1 visit @ 8 hrs per visit
- Concrete Paving – 5 visits @ 8 hrs per visit

The associated laboratory testing is included in this portion of the estimate. One floor flatness and floor levelness tests are included in this budget. Our cost estimate for this portion of the work is **$7,250.00.**

STRUCTURAL STEEL INSPECTIONS

A Certified Welding Inspector (CWI) inspector will inspect the structural steel. We anticipate that a CWI will be needed on site for a total of three 4-hour visits. Our cost estimate for this portion of the work is **$1,200.00.**

BUDGET SUMMARY

Earthwork Observation & Testing	$5,650.00
Foundation Observation	$1,500.00
Concrete Testing Services	$7,250.00
Structural Steel Inspections	$1,200.00
TOTAL	**$15,600.00**

This budget summary is only an estimate based on the number and length of visits outlined in our assumptions above. The final amount of the contract will be based on the contractor's schedule and the actual duration and number of visits required to perform

the tests and inspections required by the client. Our services will be charged in accordance with the attached Unit Fee Schedule. All visits will be charged portal-to-portal.

AUTHORIZATION

We have attached a copy of a Standard Proposal Acceptance Form, which, when signed and returned to Building & Earth, will serve as our authorization to proceed with the proposed scope of work. Changes to the work scope by virtue of design changes or unusual subsurface conditions should be authorized in writing. Any work that is outside of our scope will be billed as additional services in accordance with the attached fee schedule.

Note that our presence on the site does not alleviate the contractor's contractual responsibility to perform their work in accordance with the project specifications. Our field observations and tests are for the benefit of the client, and are not intended to replace the contractor's responsibility for quality control, or responsibility for the performance of their work. Our presence is not a guarantee or warrantee against future problems.

CLOSING

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please direct any questions regarding this proposal to the undersigned.

Respectfully submitted,
BUILDING & EARTH SCIENCES, INC.

Joey Markowski, E.I.T.
Field Services Manager

Srdj Boskovic, P.E.
Regional Manager

BUILDING & EARTH SCIENCES, INC.
2022 CMT FEE SCHEDULE

PERSONNEL

Clerical Services	$42.00/hour
Engineering Technician	$55.00/hour
ICC Special Inspector	$80.00/hour
Field/Staff Professional	$80.00/hour
Certified Firestopping Inspector	$100.00/hour
Structural Steel Inspector (CWI/NDT)	$100.00/hour
Project Manager	$125.00/hour
Professional Engineer, P.E.	$150.00/hour
Sr. Professional Engineer, P.E.	$200.00/hour
Project Principal, P.E.	$250.00/hour

LABORATORY TESTING

Standard Proctor Test *(ASTM D-698 or AASHTO T-99)*	$150.00/each
Modified Proctor Test *(ASTM D-1557 or AASHTO T-180)*	$175.00/each
Atterberg Limits Determination	$100.00/each
Material Finer than No. 200 Sieve (washed)	$100.00/each

CONCRETE AND AGGREGATE TESTING

Concrete Cylinders	$17.00/each
Grout or Mortar Cubes	$17.00/each
Masonry Prisms	$150.00/each
Floor Flatness/Levelness Testing	$500.00/episode
Concrete Moisture Transmission & pH Test	$50.00/each

ADMINISTRATIVE/MANAGEMENT

Mileage	$0.75/mile

The personnel rates will be billed portal to portal, with a 4 hour minimum charge per day. Overtime will apply for hours worked in excess of eight (8) hours per day or for work performed on weekends or holidays. Overtime will be billed at a rate of 2.0 times the normal unit rates.
Engineering review of 0.25 hours per report is typically required for report review and incidental consultation. Project coordination time will be billed according to the time required for scheduling.

BUILDING & EARTH
Geotechnical, Environmental, and Materials Engineers

INFORMATION SHEET

PROJECT NAME/LOCATION: New Transit Transfer Station (CMT) Huntsville, AL

PROPOSAL/PROJECT NO. HV24020 **DATE:** January 23, 2022

CLIENT: City of Huntsville

FOR PAYMENT OF CHARGES:

Charge invoice to the account of:

Firm: _____

Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

Attention: _____ **Title:** _____

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed to someone other than the account charges, please indicate where to mail the invoice in the space below:

Firm: _____

Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

Attention: _____ **Title:** _____

REPORT DISTRIBUTION:

Firm: _____ **Firm:** _____

Address: _____ **Address:** _____

_____ _____

Attention: _____ **Attention:** _____

Email: _____ **Email:** _____

SERVICES: See Consultant's Proposal

PAYMENT: See Consultant's Proposal

PROJECT NAME/LOCATION: New Transit Transfer Station (CMT) Huntsville, AL

PROPOSAL/PROJECT NO. HV24020 **DATE:** January 23, 2022

CLIENT: City of Huntsville

ACCEPTANCE OF CONTRACT:

THIS CONTRACT is entered into as of the _____ day of _____, 20___.

CLIENT:

_____

[Company Name]

Sign:_____

Print:_____

Its:_____

Address:_____

_____

RESOLUTION NO. -_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Standard Agreement between the City of Huntsville and Building& Earth for engineering services for the New Transit Transfer Station located at the 521 Pratt Avenue Huntsville, Alabama in the amount of Fifteen Thousand Six Hundred Dollars and 00/100s ($15,600.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Standard Agreement between the City of Huntsville and Building & Earth consisting of a total of sixteen (16) 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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0207

Department: **General Services**

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

Resolution authorizing the Mayor to execute Modification No.1 between the City of Huntsville and KPS Group Inc. for the Sandra Moon Community Center Phase 2.

Resolution No.

Finance Information:

Account Number: 4013-14-00000-523023-PHASE002

City Obligation Amount: $179,840.00

Total Obligation: $379,140.00

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Contract modification with KPS Group Inc. The original contract price of $199,300.00 was based upon a project budget of $2,000,000. The revised budget is $4,373,000.00.

RESOLUTION NO. 21-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, is hereby authorized to enter into Modification No. 1 to the Agreement by and between the City of Huntsville and KPS Group Inc. for the additional amount of One Hundred Seventy Nine Thousand Eight Hundred Forty Dollars and NO/100's ($179,840.00) for a total amount of Three Hundred Seventy Nine Thousand One Hundred Forty Dollars and NO/100's ($379,140.00) for Architectural Services for the Sandra Moon Community Center Phase 2 located at 7901 Bailey Cove Road, Huntsville, Alabama. Said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Modification No. 1 to the Standard Agreement between the City of Huntsville and KPS Group Inc., consisting of four (4) 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

STATE OF ALABAMA	**)**	**Modification No.1 to the**
	)	**Agreement Between the**
COUNTY OF MADISON	**)**	**City of Huntsville, Alabama**
		and KPS Group, Inc.
		Dated June 25, 2020,
		as adopted by Res No. 20-552

MODIFICATION NO. 1

THIS MODIFICTION TO AN AGREEMENT is entered into on this the 10th day of March, 2022 by and between the City of Huntsville, Alabama (Owner) and KPS Group Inc. as adopted by Resolution 20-552 on June 25, 2020. The City of Huntsville does hereby modify the contract to continue providing Architectural services for the Sandra Moon Community Center Phase 2.

WHEREAS, the fee was based upon a $2,000,000.00 Million Dollar Construction Budget with a Not To Exceed reimbursable amount of $5,000.00; and

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

1. Paragraph 3.1 of the Agreement containing the Fixed Limitation on Construction Cost is deleted and is hereby replaced with the following paragraph:

"3.1 The Architect understands and acknowledges that the Owner has established a budget for the Project of Not to Exceed **Four Million Three Hundred Seventy Three Thousand Dollars and No/100s ($4,373,000.00)**. The Architect agrees to design the Project so that the actual Total Project Construction Cost does not exceed the Fixed Limitation for Construction Cost."

2. Paragraph 4.1 of the Agreement is deleted and is hereby replaced with the following paragraph:

THEREFORE, the previously established Not to Exceed amount of **One Hundred Ninety Nine Thousand Three Hundred Dollars and NO/100s ($199,300.00)** for these professional services is hereby increased by the amount of **One Hundred Seventy Nine Thousand Eight Hundred Forty Dollars and NO/100s ($199,300.00)** thereby modifying the Not To Exceed Amount to be **Three Hundred Seventy Nine Thousand One Hundred Forty Dollars and NO/100s ($379,140.00).**

All other terms and conditions remain unchanged.

CONTRACTOR	OWNER
SEAL	SEAL
Kristine Harding	**Tommy Battle**
By:	**By:**
(SIGNATURE)	**(SIGNATURE)**
Kristine Harding **KPS Group, Inc.** **104 Jefferson Street South** **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.

Architecture
Interior Design
Planning

February 11, 2022

Chris O'Neil
Facilities Project Manager
City of Huntsville
Facilities Projects Management
PO Box 308
Huntsville, AL. 35804-0308

Re: Phase 2 Sandra Moon Community Center Contract Modifications

K|P|S
GROUP

Dear Mr. O'Neil:

This project was originally budgeted at $2,000,000 and included demolition and life safety upgrades to include minimal improvements that would not be affected by future phases. During the project, the budget increased, and the band rehearsal area was added to the improvements.

You asked that we wait until bids were received to change our fee so that we don't find ourselves having to modify fees more than once. The bids have been received and are $4,373,000.

Our original fee break-down was as follows:

1.	Site Survey	$11,200
2.	"As Built" Confirmation Convert pdfs to electronic CADD files Scope and Budget Confirmation	$18,100
3.	Schematic Design through Construction Administration Services	$170,000

We used the State of Alabama Sliding Fee Schedule with the 25% renovation factor for item 3. For the current actual bids, if we use the State Fee Schedule, it is an 8% fee which increases our fee to $349,840 with a total of $379,140 including the Site Survey and "As Built" Confirmation. We ask that a contract modification be implemented to increase our fee.

We will apply the difference to the CD, BN and CA phases of the project and invoice the difference once the construction contract is approved by the city council.

As is standard, we invoice monthly for percentage complete which is due 15 days from the date of the invoice and considered past due at 30 days. Reimbursable expenses include printing, copies and overnight mail fees which will be invoiced at cost plus 10%. To date we have also added limited structural engineering as an added service at cost plus 20%. Please let us know if you have any questions. We look forward to working on this project with you!

KPS Group, Inc.
104 Jefferson Street South
Huntsville, AL 35801
Tel: 256-539-0764

KPS GROUP, INC.
Sincerely,



Kristine A. Harding, FAIA
Sr. Vice President

RESOLUTION NO. 21-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, is hereby authorized to enter into Modification No. 1 to the Agreement by and between the City of Huntsville and KPS Group Inc. for the additional amount of One Hundred Seventy Nine Thousand Eight Hundred Forty Dollars and NO/100's ($179,840.00) for a total amount of Three Hundred Seventy Nine Thousand One Hundred Forty Dollars and NO/100's ($379,140.00) for Architectural Services for the Sandra Moon Community Center Phase 2 located at 7901 Bailey Cove Road, Huntsville, Alabama. Said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Modification No. 1 to the Standard Agreement between the City of Huntsville and KPS Group Inc., consisting of four (4) 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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0208

Department:

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

Resolution authorizing the Clerk-Treasurer to invoke First Bank Letter of Credit No. 2410018310 for Villas in Greenlawn Phase 1 Subdivision.

Resolution No.

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:

RESOLUTION NO. 22-_____

WHEREAS, First Bank issued a certain letter of credit (No. 2410018310) 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 First Bank Letter of Credit No. 2410018310, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

FirstBank

IRREVOCABLE LETTER OF CREDIT NO. 2410018310

Beneficiary:	Account Party:	Bank:
City of Huntsville PO Box 308 Huntsville, AL 35804	Atnip Design and Supply Center INC 200 Industrial Drive Huntsville, AL 35811	FirstBank 720 Gallatin St, Suite 150 Huntsville, AL 35801

Subject: Article 5 Sidewalk Letter of Credit for The Villas in Greenlawn Phase One

Amount:	$39,850.00
Issue Date:	March 18, 2020
Expiration Date:	March 18, 2022

Gentlemen:

We hereby amend our Irrevocable Standby Letter of Credit in your favor, effective March 18, 2020, for a sum not to exceed the aggregate of $39,850.00. 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 FirstBank at 720 Gallatin St, Suite 150, 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 are 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.

FirstBank

BY:
Chad ~~Levi—Senior~~ Credit Officer

MN 3-18-21 RO 3/23/21

MM 3/22/21

RESOLUTION NO. 22-_____

WHEREAS, First Bank issued a certain letter of credit (No. 2410018310) 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 First Bank Letter of Credit No. 2410018310, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0209

Department:

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

Resolution authorizing the Clerk-Treasurer to invoke ServisFirst Bank Letter of Credit No. 41586 for the Preserve at Clayton's Pond II Subdivision.

Resolution No.

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:

RESOLUTION NO. 22-_____

WHEREAS, ServisFirst Bank issued a certain letter of credit (No. 41586) 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 ServisFirst Bank Letter of Credit No. 41586, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

SERVISFIRST BANK
Post Office Box 18127
Huntsville, Alabama 35804
T 256.772.7800 F 256.722.7810
servisfirstbank.com

AMENDMENT TO

IRREVOCABLE LETTER OF CREDIT NO. 41586

Servis 1st Bank

Beneficiary:	Accounts Party:	Bank:
City of Huntsville	Danesh Foroughi	ServisFirst Bank
P.O. Box 308	5016 Dale Road	401 Meridian Street, Suite 100
Huntsville, AL 35804	Huntsville, AL 35803	Huntsville, AL 35801

Subject: Article 5 Sidewalk, Letter of Credit for Article 5 Sidewalk, Letter of Credit for the Preserve at Clayton Pond Phase II, a Resubdivision of Tract 22, Green Mountain Auction Property (Plat Book 33, Page 23) and Lot 3 of Green Mt. Estates Ph II A Resubdivision of Tract 23 of Green Mountain Auction Property (Plat Book 38, Page 63)

Amount:	$55,372.50
Issue Date:	March 20, 2021
Expiration Date:	March 20, 2022

Gentlemen:

We hereby extend our Irrevocable Standy Letter of Credit in your favor, effective March 20, 2021, for the sum not to exceed the aggregate of $55,372.50 (Fifty Five Thousand Three Hundred Seventy Two Dollars and 50/100) available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to ServisFirst Bank, 401 Meridian Street, Suite 100, Huntsville, AL 35801.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, AL stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

MW 3-29-21 KB 4/6/21
MM 4/6/21

RESOLUTION NO. 22-_____

WHEREAS, ServisFirst Bank issued a certain letter of credit (No. 41586) 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 ServisFirst Bank Letter of Credit No. 41586, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0210

Department:

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

Resolution authorizing the Clerk-Treasurer to invoke ServisFirst Bank Letter of Credit No. 16244 for the Preserve at Clayton's Pond II Subdivision.

Resolution No.

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:

RESOLUTION NO. 22-_____

WHEREAS, ServisFirst Bank issued a certain letter of credit (No. 16244) 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 ServisFirst Bank Letter of Credit No. 16244, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

SERVISFIRST BANK
Post Office Box 18127
Huntsville, Alabama 35804
T 256.722.7800 F 256.722.7810
servisfirstbank.com

Servis 1st Bank

EXTENSION TO

IRREVOCABLE LETTER OF CREDIT NO. 16244

Beneficiary:	Account Party:	Bank:
City of Huntsville	Prime Link Corporation	ServisFirst Bank
P.O. Box 308	809 Shoney Drive, Suite 108	401 Meridian Street, Suite 100
Huntsville, AL 35804	Huntsville, AL 35801	Huntsville, AL 35801

Subject: Article 5 Sidewalk, Letter of Credit for Article 5 Sidewalk, Letter of Credit for the Preserve at Clayton Pond Phase II, a Resubdivision of Tract 22, Green Mountain Auction Property (Plat Book 33, Page 23) and Lot 3 of Green Mt. Estates Ph II A Resubdivision of Tract 23 of Green Mountain Auction Property (Plat Book 38, Page 63)

Amount:	$20,670.00
Issue Date:	March 23, 2021
Expiration Date:	March 23, 2022

Gentlemen:

We hereby extend our Irrevocable Standby Letter of Credit in your favor, effective March 20, 2021, for a sum not to exceed the aggregate of $20,670.00 (Twenty Thousand Six Hundred Seventy Dollars and 00/100) available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to ServisFirst Bank, 401 Meridian Street, Suite 100, Huntsville, Alabama 35801.

MM 4/6/21

MW 3-29-21

7/S 4/6/21

RESOLUTION NO. 22-_____

WHEREAS, ServisFirst Bank issued a certain letter of credit (No. 16244) 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 ServisFirst Bank Letter of Credit No. 16244, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0211

Department:

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

Resolution authorizing the Clerk-Treasurer to invoke Bank of Frankenwing Letter of Credit No. 15321700 for Monte Sano Cove Subdivision.

Resolution No.

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:

RESOLUTION NO. 22-_____

WHEREAS, Bank of Frankewing issued a certain letter of credit (No. 15321700) 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 of Frankewing Letter of Credit No. 15321700
, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama



BANK OF FRANKEWING

FRANKEWING, TENNESSEE 38459

IRREVOCABLE LETTER OF CREDIT NO. 15321700

Beneficiary:	Account Party:	Bank:
City of Huntsville P.O. Box 308 Huntsville, AL 35804	Pegrum Creek, LLC 310 The Bridge Steet, 4th Floor STE 310 Huntsville, AL 35806	Bank of Frankewing 14226/14234 Hwy 231/431 Hazel Green, AL 35750

Subject: Article 5 Sidewalk, Letter of Credit for Monte Sano Cove
Amount: $63,000.00
Issue Date: March 19, 2021
Expiration Date: March 19, 2022

Gentlemen:
We hereby open our Irrevocable Standby Letter of Credit in your favor, effective March 19, 2021, for a sum not to exceed the aggregate of $63,000.00. Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to Bank of Frankewing, 14226/14234 Hwy 231/431, Hazel Green, AL 35750.

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.

David W. Barnes
President

MW 4-5-21 3/5 4/6/21

MM 4/6/21

RESOLUTION NO. 22-_____

WHEREAS, Bank of Frankewing issued a certain letter of credit (No. 15321700) 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 of Frankewing Letter of Credit No. 15321700, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0212

Department:

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

Resolution authorizing the Clerk-Treasurer to invoke Bank Independent Letter of Credit No. 30014146 for the Preserve at Limestone Creek Phase 2A Subdivision.

Resolution No.

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:

RESOLUTION NO. 22-_____

WHEREAS, Bank Independent issued a certain letter of credit (No. 30014146) 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. 30014146
, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

BANK INDEPENDENT
Radically Original™

IRREVOCABLE LETTER OF CREDIT #30014146

BENEFICIARY:
City of Huntsville
P.O. Box 308
Huntsville, AL 35804

ACCOUNT PARTY:
Doublehead Properties, LLC
150 Heathrow Drive
Florence, AL 35630

BANK:
Bank Independent
PO Box 5000
Sheffield, AL 35660
c/o Huntsville Branch
132 Holmes Avenue NW
Huntsville, AL 35801

Subject: Article 5 Sidewalk Letter of Credit for the Preserve at Limestone Creek Phase II
Amount: $116,500.00
Issue Date: March 19, 2021
Expiration Date: March 19, 2022

Gentlemen:
We hereby open our Irrevocable Standby Letter of Credit in your favor, effective March 19, 2021, for a sum not to exceed the aggregate of $116,500.00. 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.

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,

Mickey McClure
Senior Vice-President

P.O. Box 5000
Sheffield, AL 35660
(TF) 877-865-5050
(P) 256-386-5000
(W) bibank.com
Member FDIC

DS 3-22-2021
MJ 3-23-21

JB 3/23/21

RESOLUTION NO. 22-_____

WHEREAS, Bank Independent issued a certain letter of credit (No. 30014146) 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. 30014146, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0213

Department:

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

Resolution authorizing the Clerk-Treasurer to invoke Center State Bank Letter of Credit No. 90570394 for Chase Creek II Subdivision.

Resolution No.

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:

RESOLUTION NO. 22-_____

WHEREAS, Center State Bank issued a certain letter of credit (No. 90570394) 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 Center State Bank Letter of Credit No. 90570394, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

CenterState

Irrevocable Standby Letter of Credit No. **90570394**

Beneficiary	**Applicant**	**Bank**
City of Huntsville P.O. Box 308 Huntsville, AL 35804	Chase Creek LLC 174 Lo Ann Lane Huntsville AL 35811	CenterState Bank NA 415 Meridian Street Huntsville, AL 35801

Amount: $10,025.00
Issue Date: March 15, 2021
Expiration Date: March 15, 2022

Re: Article 5 Sidewalk, Letter of Credit for Chase Creek West Phase II, a Resubdivision of Lot 2, of Chase Creek West

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit in your favor effective **March 15, 2021**, for a sum not to exceed the aggregate of TEN THOUSAND TWENTY FIVE DOLLARS AND 00/100 ($10,025.00). 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 CenterState Bank, NA in Huntsville, Alabama.

Each draft must be accompanied by a statement signed by an authorized 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 draft(s) drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

Kathleen Whitmire

Kathleen Whitmire, Vice President/Relationship Manager

MW 3-29-21

NB 4/6/21

RESOLUTION NO. 22-_____

WHEREAS, Center State Bank issued a certain letter of credit (No. 90570394) 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 Center State Bank Letter of Credit No. 90570394, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0214

Department:

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

Resolution authorizing the Clerk-Treasurer to invoke Center State Bank Letter of Credit No. 90570397 for Chase Creek II Part B Subdivision.

Resolution No.

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:

RESOLUTION NO. 22-_____

WHEREAS, Center State Bank issued a certain letter of credit (No. 90570397) 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 Center State Bank Letter of Credit No. 90570397, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

CenterState

Irrevocable Standby Letter of Credit No. **90570397**

Beneficiary	**Applicant**	**Bank**
City of Huntsville P.O. Box 308 Huntsville, AL 35804	Chase Creek LLC 174 Lo Ann Lane Huntsville AL 35811	CenterState Bank NA 415 Meridian Street Huntsville, AL 35801

Amount: $14,963.00
Issue Date: March 15, 2021
Expiration Date: March 15, 2022

Re: Article 5 Sidewalk, Letter of Credit for Chase Creek West Phase II, Part B, a Resubdivision of Lot 5, of Chase Creek West Phase II, a Resubdivision of lot 2 Chase Creek West and Lands Lying in Section 16-T-3-S, R-1-E Huntsville, Alabama

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit in your favor effective **March 15, 2021**, for a sum not to exceed the aggregate of FOURTEEN THOUSAND NINE HUNDRED SIXTY-THREE DOLLARS AND 11/100 ($14,963.00). 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 CenterState Bank, NA in Huntsville, Alabama.

Each draft must be accompanied by a statement signed by an authorized 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 draft(s) drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

Kathleen Whitmire

Kathleen Whitmire, Vice President/Relationship Manager

MW 3-29-21 KB 4/1/21
MW 4/1/21

RESOLUTION NO. 22-_____

WHEREAS, Center State Bank issued a certain letter of credit (No. 90570397) 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 Center State Bank Letter of Credit No. 90570397, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0215

Department:

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

Resolution authorizing the Clerk-Treasurer to invoke Bank of Frankewing Letter of Credit No. 15322000 for Monte Sano Cove Subdivision.

Resolution No.

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:

RESOLUTION NO. 22-_____

WHEREAS, Bank of Frankewing issued a certain letter of credit (No. 15322000) 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 of Frankewing Letter of Credit No. 15322000
, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama



BANK OF FRANKEWING

FRANKEWING, TENNESSEE 38459

IRREVOCABLE LETTER OF CREDIT NO. 15322000

Beneficiary:	Account Party:	Bank:
City of Huntsville P.O. Box 308 Huntsville, AL 35804	Pegrum Creek, LLC 310 The Bridge Street, 4th Floor STE 310 Huntsville, AL 35806	Bank of Frankewing 14226/14234 Hwy 231/431 Hazel Green, AL 35750

Subject: Article 5 Landscape, Letter of Credit for Monte Sano Cove
Amount: $18,200.00
Issue Date: March 19, 2021
Expiration Date: March 19, 2022

Gentlemen:
We hereby open our Irrevocable Standby Letter of Credit in your favor, effective March 19, 2021, for a sum not to exceed the aggregate of $18,200.00. 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 of Frankewing, 14226/14234 Hwy 231/431, Hazel Green, AL 35750.

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.

David W. Barnes
President

MW 4-5-21 KO 4/6/21

CONTINUOUS SERVICE SINCE 1921

RESOLUTION NO. 22-_____

WHEREAS, Bank of Frankewing issued a certain letter of credit (No. 15322000) 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 of Frankewing Letter of Credit No. 15322000
, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0216

Department:

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

Resolution authorizing the Clerk-Treasurer to invoke Bank of Frankewing Letter of Credit No. 15322100 for Monte Sano Cove Subdivision.

Resolution No.

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:

RESOLUTION NO. 22-_____

WHEREAS, Bank of Frankewing issued a certain letter of credit (No. 15322100) 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 of Frankewing Letter of Credit No. 15322100 , prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama



BANK OF FRANKEWING

FRANKEWING, TENNESSEE 38459

IRREVOCABLE LETTER OF CREDIT NO 15322100

Beneficiary:	Account Party:	Bank:
City of Huntsville P.O. Box 308 Huntsville, AL 35804	Pegrum Creek, LLC 310 The Bridge Street, 4th Floor STE Huntsville, AL 35806	Bank of Frankewing 14226/14234 Hwy 231/431 Hazel Green, AL 35750

Subject: Article 5 Improvements/Pre-Acceptance Letter of Credit for Monte Sano Cove
Amount: $50,000.00
Issue Date: March 19, 2021
Expiration Date: March 19, 2022

Gentlemen:
We hereby open our Irrevocable Standby Letter of Credit in your favor, effective March 19, 2021, for a sum not to exceed the aggregate of $50,000.00. Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to Bank of Frankewing, 14226/14234 Hwy 231/431, Hazel Green, AL 35750.

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.

David W. Barnes
President

MN 4-5-21 KB 4/1/21
MM 4/6/21

RESOLUTION NO. 22-_____

WHEREAS, Bank of Frankewing issued a certain letter of credit (No. 15322100) 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 of Frankewing Letter of Credit No. 15322100
, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0217

Department:

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

Resolution authorizing the Clerk-Treasurer to invoke First National Bank Letter of Credit No. 511608500 for Lantern Pointe Phase 1 Subdivision.

Resolution No.

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:

RESOLUTION NO. 22-_____

WHEREAS, First National Bank issued a certain letter of credit (No. 511608500) 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 First National Bank Letter of Credit No. 511608500, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

First National Bank

2101 Clinton Avenue – Suite 101
Huntsville, Alabama 35805
(256) 532-2279

IRREVOCABLE LETTER OF CREDIT NO. 511608500

Beneficiary:	Account Party:	Bank:
City of Huntsville P.O. Box 308 Huntsville, AL 35804	Enfinger Development LLC 8624 South Memorial Parkway Huntsville AL 35802	First National Bank of Pulaski 2101 Clinton Ave W Suite 101 Huntsville, AL 35805

Subject: Article 5 Improvements/Pre-Acceptance, Letter of Credit for Lantern Pointe - Phase I
City of Huntsville, Alabama

Amount:	$109,571.77
Issue Date:	3/15/21
Expiration Date:	3/15/22

Gentlemen:
We hereby open our Irrevocable Standby Letter of Credit in your favor, effective 3/15/21, for a sum not to exceed the aggregate of One Hundred Nine Thousand Five Hundred Seventy One and 77/100 Dollars. Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to First National Bank of Pulaski, 2101 Clinton Ave, Suite 101, Huntsville, AL 35805.

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 deliver of the documents specified.

This Letter of Credit shall be governed by the laws of the State of Alabama including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

Thx RLC

Read Crawford
Vice President
First National Bank of Pulaski
Huntsville Office

MW 3-23-21

HG. 03-16-2021
Note: Project is located in Harvest-Monrovia Water and Sewer Authority's service area.

DB 3-22-2021 KB 3/23/21

Member FDIC

Making Communities Great

EQUAL HOUSING LENDER

RESOLUTION NO. 22-_____

WHEREAS, First National Bank issued a certain letter of credit (No. 511608500) 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 First National Bank Letter of Credit No. 511608500, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0218

Department: Parks and Recreation

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

Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and Huntsville-Madison County Chamber of Commerce for the Summer Sip & Stroll celebrating the 60th Anniversary of Cummings Research Park.

Resolution No.

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:

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 Facility Use Agreement between the Huntsville-Madison County Chamber of Commerce, and 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 "Facility Use Agreement between the City of Huntsville and the Huntsville-Madison County Chamber of Commerce" consisting of six (6) pages including Exhibit A, and the date of March 10, 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 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

FACILITY USE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND HUNTSVILLE/MADISON COUNTY CHAMBER OF COMMERCE

This License Agreement (the "Agreement") is entered into this 24th day of February, 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/Madison County Chamber of Commerce, (hereinafter referred to as "Licensee").

1. Use of Premises and Timing.

(a) Subject to the terms and conditions of this License Agreement, the City hereby grants Licensee a license to utilize that portion of the land located at Lake 4, Cummings Research Park West, Huntsville, Alabama, which is shown on the map attached hereto and incorporated herein by reference as "**Exhibit A**" and hereinafter referred to as the "Premises" to be used for the "Summer Sip & Stroll" (the "Event"). The Event is one of several signature events planned for the purpose of celebrating the 60th anniversary of Cummings Research Park.

(b) Licensee may access the Premises for Event set-up starting at 12:00 noon on Friday, June 10, 2022, and concluding at 7:00 p.m. on Friday, June 10, 2022. Event set-up may resume on Saturday, June 11, 2022 at 8:00 a.m. and continue until 3:00 p.m. The Event shall commence at 4:00 p.m. on of Saturday, June 11, 2022, and shall conclude no later than 8:00 p.m. on Saturday, June 11, 2022. The take-down of the Event and restoration of the Premises shall begin when the Event ends and conclude no later than 12:00 p.m., Sunday, June 12, 2022.

2. Security. Licensee shall be responsible for the provision of security within the Licensed Premises during the period of the lease. Licensee shall hire the number of officers and supervisory personnel as recommended by the Huntsville Police Department for the Event. Licensee agrees that the Supervisor of such security officers shall be authorized to make the determination that the Event should be cancelled in the event of inclement weather conditions, security issues, or other threats to the safety of the sponsor or attendees of the Event.

3. Alcoholic Beverages. If Licensee obtains a special event liquor permit for the Event, Licensee shall be permitted to serve alcoholic beverages at the Event. Licensee agrees to prevent any person from leaving the Premises while in possession of any alcoholic beverage. Licensee further agrees to post signs at each access way into the premises informing others (1) access will be denied to any person who attempts to bring alcoholic beverages into the Premises, and (2) no alcoholic beverages will be allowed to be removed from the Premises.

President of the City Council of the
City of Huntsville, Alabama
Date: March 10, 2022

4. Restroom Facilities. There are no public restroom facilities located at the Premises. If restroom facilities are needed for the Event, Licensee shall coordinate with the City's Department of Parks and Recreation to provide all necessary portable toilet facilities as recommended by industry standards for the projected attendance to the Event. At least some of the units must meet ADA standards for accessibility

5. Set up and Construction of Event Exhibits. Licensee shall not affix any materials to the Premises without the prior approval of the City's Director of Landscape Management. Licensee shall obtain the approval of the City's Director of General Services prior to the use of electrical power for any part of the Event. Electricity may be obtained only from sources authorized by the General Services Director.

6. Alteration of Premises. Licensee may not remove or alter any trees or make any other changes to the Premises without the prior approval of the Director of Landscape Management.

7. Vandalism or Weather Damage. Licensee shall promptly repair any damage to its property or the Premises caused by vandalism or weather events. The City shall not be responsible for any damage to property of Licensee, its sponsors, vendors, patrons or any other third parties.

8. 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. The Event shall further comply, at all times, with the Special Event Permit issued for it by the Huntsville Police Department.

9. Licensing and Permits. Licensee shall, if applicable, obtain and maintain all licenses and permits and pay all fees necessary or required to hold the Event. Licensee shall provide proof of proper permitting or licensure prior to or during the event.

10. Access. Licensee shall, at all times, maintain handicap access throughout the Premises and maintain the Premises in such a way so as to meet the Americans with Disabilities Act (ADA) standards for accessibility.

11. 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 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 here to 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 11 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.

12. Restoration. Licensee agrees to provide for and pay all costs and expenses associated with clean-up of, and damage to, the City's property resulting from Licensee's use of the Premises. The Premises shall be cleaned and restored entirely by Licensee no later than the end of the Agreement term, to the sole satisfaction of the City.

13. 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 except 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.

14. 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.

15. 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.

16. 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

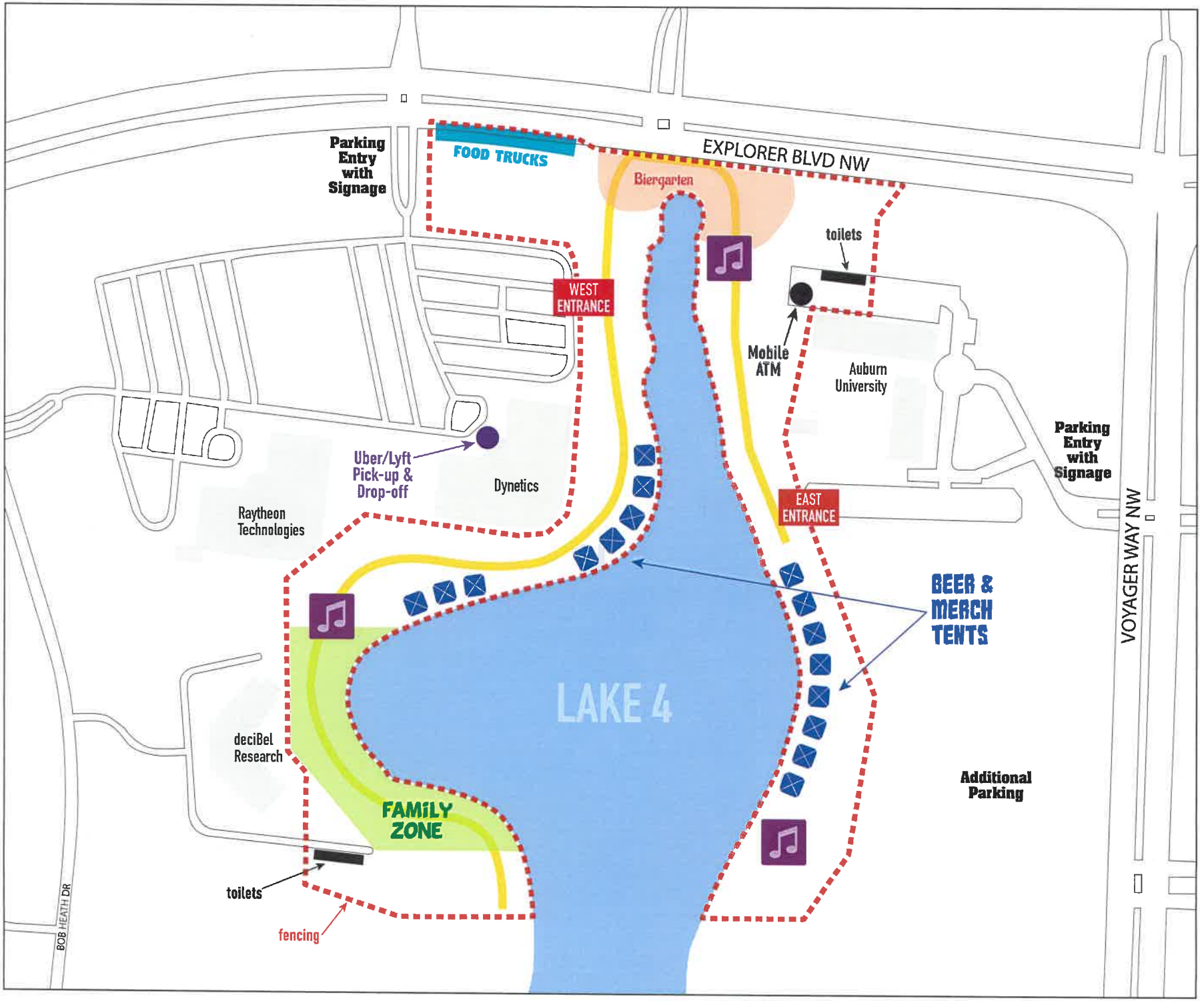
Kenneth Benion
City Clerk-Treasurer

LICENSOR:
THE CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle, Mayor

LICENSEE:
HUNTSVILLE/MADISON COUNTY CHAMBER OF COMMERCE

By: _____
Its: PRESIDENT & CEO


Parking Entry with Signage
FOOD TRUCKS
EXPLORER BLVD NW
Biergarten
toilets
WEST ENTRANCE
Mobile ATM
Auburn University
Parking Entry with Signage
Uber/Lyft Pick-up & Drop-off
Dynetics
Raytheon Technologies
EAST ENTRANCE
VOYAGER WAY NW
BEER & MERCH TENTS
LAKE 4
deciBel Research
FAMILY ZONE
Additional Parking
toilets
fencing
BOB HEATH DR

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 Facility Use Agreement between the Huntsville-Madison County Chamber of Commerce, and 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 "Facility Use Agreement between the City of Huntsville and the Huntsville-Madison County Chamber of Commerce" consisting of six (6) pages including Exhibit A, and the date of March 10, 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 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

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Mayor of the City of
Huntsville, Alabama

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

APPROVED this the 10th day of March, 2022.

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Mayor of the City of
Huntsville, Alabama

FACILITY USE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND HUNTSVILLE/MADISON COUNTY CHAMBER OF COMMERCE

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(b) Licensee may access the Premises for Event set-up starting at 12:00 noon on Friday, June 10, 2022, and concluding at 7:00 p.m. on Friday, June 10, 2022. Event set-up may resume on Saturday, June 11, 2022 at 8:00 a.m. and continue until 3:00 p.m. The Event shall commence at 4:00 p.m. on of Saturday, June 11, 2022, and shall conclude no later than 8:00 p.m. on Saturday, June 11, 2022. The take-down of the Event and restoration of the Premises shall begin when the Event ends and conclude no later than 12:00 p.m., Sunday, June 12, 2022.

2. Security. Licensee shall be responsible for the provision of security within the Licensed Premises during the period of the lease. Licensee shall hire the number of officers and supervisory personnel as recommended by the Huntsville Police Department for the Event. Licensee agrees that the Supervisor of such security officers shall be authorized to make the determination that the Event should be cancelled in the event of inclement weather conditions, security issues, or other threats to the safety of the sponsor or attendees of the Event.

3. Alcoholic Beverages. If Licensee obtains a special event liquor permit for the Event, Licensee shall be permitted to serve alcoholic beverages at the Event. Licensee agrees to prevent any person from leaving the Premises while in possession of any alcoholic beverage. Licensee further agrees to post signs at each access way into the premises informing others (1) access will be denied to any person who attempts to bring alcoholic beverages into the Premises, and (2) no alcoholic beverages will be allowed to be removed from the Premises.

President of the City Council of the
City of Huntsville, Alabama
Date: March 10, 2022

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6. Alteration of Premises. Licensee may not remove or alter any trees or make any other changes to the Premises without the prior approval of the Director of Landscape Management.

7. Vandalism or Weather Damage. Licensee shall promptly repair any damage to its property or the Premises caused by vandalism or weather events. The City shall not be responsible for any damage to property of Licensee, its sponsors, vendors, patrons or any other third parties.

8. 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. The Event shall further comply, at all times, with the Special Event Permit issued for it by the Huntsville Police Department.

9. Licensing and Permits. Licensee shall, if applicable, obtain and maintain all licenses and permits and pay all fees necessary or required to hold the Event. Licensee shall provide proof of proper permitting or licensure prior to or during the event.

10. Access. Licensee shall, at all times, maintain handicap access throughout the Premises and maintain the Premises in such a way so as to meet the Americans with Disabilities Act (ADA) standards for accessibility.

11. 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 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 here to 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 11 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.

12. Restoration. Licensee agrees to provide for and pay all costs and expenses associated with clean-up of, and damage to, the City's property resulting from Licensee's use of the Premises. The Premises shall be cleaned and restored entirely by Licensee no later than the end of the Agreement term, to the sole satisfaction of the City.

13. 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 except 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.

14. 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.

15. 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.

16. 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

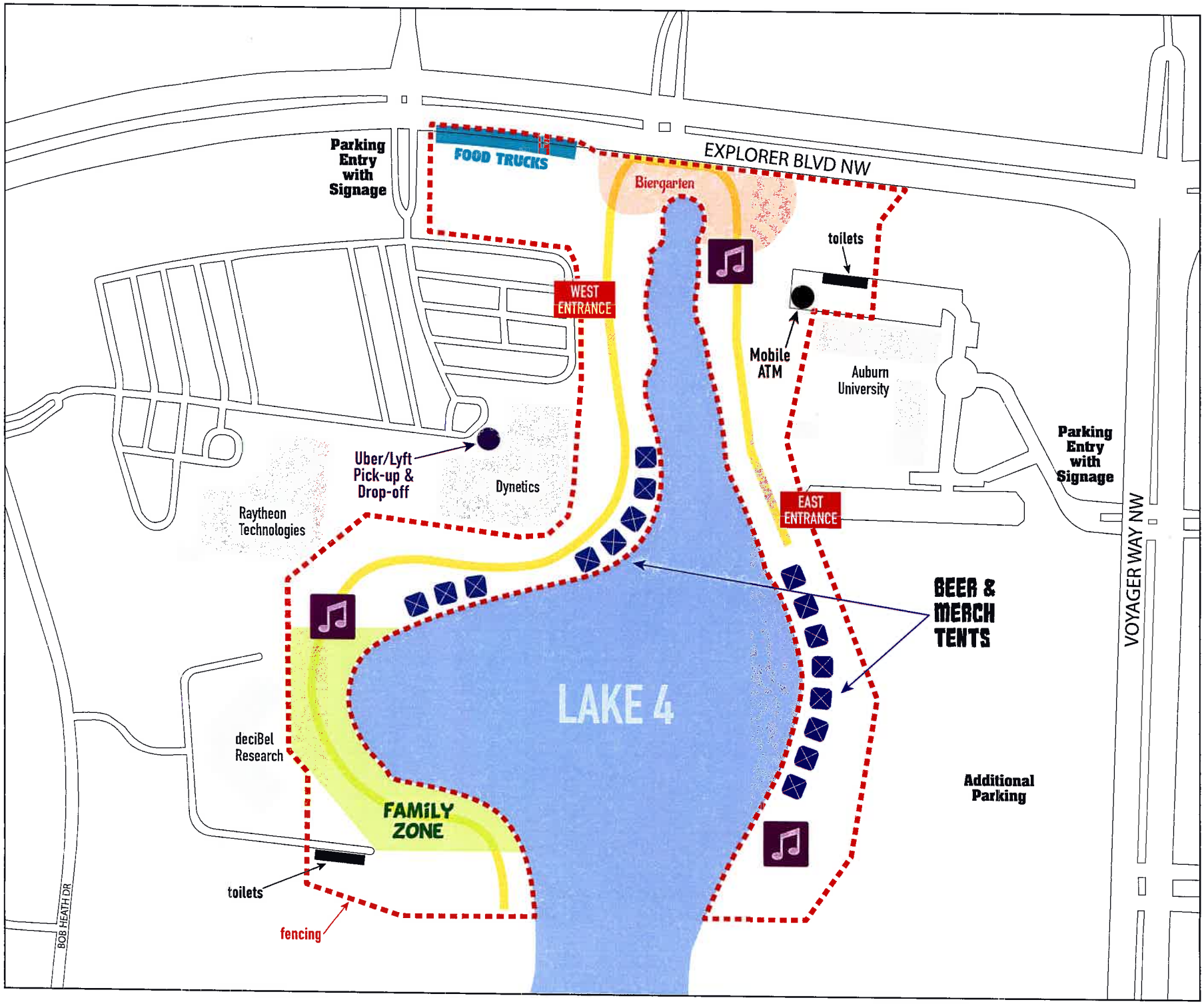
LICENSOR:
THE CITY OF HUNTSVILLE, ALABAMA

_____
Kenneth Benion
City Clerk-Treasurer

By: _____
Tommy Battle, Mayor

LICENSEE:
HUNTSVILLE/MADISON COUNTY CHAMBER OF COMMERCE

By: _____
Its: President & CEO


Parking Entry with Signage
FOOD TRUCKS
EXPLORER BLVD NW
Biergarten
toilets
WEST ENTRANCE
Mobile ATM
Auburn University
Parking Entry with Signage
Uber/Lyft Pick-up & Drop-off
Dynetics
Raytheon Technologies
EAST ENTRANCE
VOYAGER WAY NW
BEER & MERCH TENTS
LAKE 4
deciBel Research
FAMILY ZONE
Additional Parking
toilets
fencing
BOB HEATH DR

Department:

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

Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and Huntsville-Madison County Chamber of Commerce for the Summer Sip & Stroll celebrating the 60th Anniversary of Cummings Research Park. (Recreation)

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0219

Department: Parks and Recreation

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

Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and Kim Brooks.

Resolution No.

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:

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 Kim Brooks, 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 "Facility Use Agreement between the City of Huntsville and Kim Brooks", consisting of eight (8) pages, and the date of March 10, 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 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of Huntsville

FACILITY USE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND KIM BROOKS

This License Agreement (the "Agreement") is entered into this 10th day of March, 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 Kim Brooks, (hereinafter referred to as "Licensee").

1. Use of Premises and Timing.

(a) Subject to the terms and conditions of this License Agreement, the City hereby grants Licensee a license to utilize that portion of Big Spring Park West, located at 200 Church Street, Huntsville, AL 35801, which is shown on the map attached hereto and incorporated herein by reference as "**Exhibit A**" and hereinafter referred to as the "Premises" to be used for the "Brooks - Crump Wedding Reception" (the "Event").

(b) Licensee may access the Premises for Event set-up starting at 9:00 a.m. on Friday, October 21, 2022. The Event shall commence at 5:00 p.m. on the night of Saturday, October 22, 2022, and shall conclude no later than 11:00 p.m. on the night of Saturday, October 22, 2022. The take-down of the Event and restoration of the Premises shall conclude no later than 10:00 a.m., Sunday, October 23, 2022.

2. Security. Licensee shall be responsible for the provision of security within the Licensed Premises during the period of the lease. Licensee shall hire the number of officers and supervisory personnel as recommended by the Huntsville Police Department for the Event. Licensee agrees that the Supervisor of such security officers shall be authorized to make the determination that the Event should be cancelled in the event of inclement weather conditions, security issues or other threats to the safety of the sponsors or attendees of the Event.

3. Alcoholic Beverages. If Licensee (or the Huntsville Museum of Art) obtains a special event liquor permit for the Event, Licensee shall be permitted to serve alcoholic beverages at the Event. Licensee agrees to prevent any person from leaving the Premises while in possession of any alcoholic beverage. Licensee further agrees to post signs at each access way into the premises informing others (1) access will be denied to any person who attempts to bring alcoholic beverages into the Premises, and (2) no alcoholic beverages will be allowed to be removed from the Premises.

4. Restroom Facilities. Licensee has obtained permission from the Huntsville Museum of Art for Event guests to be allowed to use the restroom facilities located at the Huntsville Museum of Art.

5. Set up and Construction of Event Exhibits. Licensee shall not affix any materials to the Premises without the prior approval of the City's Director of Landscape Management. Licensee shall obtain the approval of the City's Director of General Services prior to the use of electrical power for any part of the Event. Electricity may be obtained only from sources authorized by the General Services Director.

6. Alteration of Premises. Licensee may not remove or alter any trees or make any other changes to the Premises without the prior approval of the Director of Landscape Management.

7. Vandalism or Weather Damage. Licensee shall promptly repair any damage to its property or the Premises caused by vandalism or weather events. The City shall not be responsible for any damage to property of Licensee, its sponsors, vendors, patrons or any other third parties.

8. 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. The Event shall further comply, at all times, with the Special Event Permit issued for it by the Huntsville Police Department.

9. Licensing and Permits. Licensee shall, if applicable, obtain and maintain all licenses and permits and pay all fees necessary or required to hold the Event. Licensee shall provide proof of proper permitting or licensure prior to or during the event.

10. Access. Licensee shall, at all times, maintain handicap access throughout the Premises and maintain the Premises in such a way so as to meet the Americans with Disabilities Act (ADA) standards for accessibility.

11. 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 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 here to 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 11 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.

12. Restoration. Licensee agrees to provide for and pay all costs and expenses associated with clean-up of, and damage to, the City's property resulting from Licensee's use of the Premises. The Premises shall be cleaned and restored entirely by Licensee no later than the end of the Agreement term, to the sole satisfaction of the City.

13. 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 except 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.

14. Fee. Licensee shall pay to the City the sum of Three Hundred and No/100 Dollars ($300.00) for the use of the premises.

15. 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.

16. 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.

17. 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

LICENSOR:
THE CITY OF HUNTSVILLE, ALABAMA

_____
Kenneth Benion
City Clerk-Treasurer

By: _____
Tommy Battle, Mayor

LICENSEE:
KIM BROOKS

By: _____
Its: _____


Huntsville Museum of Art
Big Spring Park

EXHIBIT B

RELEASE, INDEMNIFICATON, AND HOLD HARMLESS
RELATED TO CORONAVIRUS/COVID 19

Kim Brooks ("Licensee") has entered a Facility Use Agreement with the City of Huntsville for the use of a portion of Big Spring Park West during specified times during the period October 21, 2022 through October 23, 2022, for the Brooks-Crump Wedding Reception event, including set up and take down, and 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.

[SIGNATURE ON FOLLOWING PAGE]

I have carefully read and fully understand all provisions of this release, indemnification, and hold harmless.

Kim Brooks

_____

Printed Name

_____

Signature

_____

Date

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 Kim Brooks, 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 "Facility Use Agreement between the City of Huntsville and Kim Brooks", consisting of eight (8) pages, and the date of March 10, 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 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of Huntsville

FACILITY USE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND KIM BROOKS

This License Agreement (the "Agreement") is entered into this 10th day of March, 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 Kim Brooks, (hereinafter referred to as "Licensee").

1. Use of Premises and Timing.

(a) Subject to the terms and conditions of this License Agreement, the City hereby grants Licensee a license to utilize that portion of Big Spring Park West, located at 200 Church Street, Huntsville, AL 35801, which is shown on the map attached hereto and incorporated herein by reference as "**Exhibit A"** and hereinafter referred to as the "Premises" to be used for the "Brooks - Crump Wedding Reception" (the "Event").

(b) Licensee may access the Premises for Event set-up starting at 9:00 a.m. on Friday, October 21, 2022. The Event shall commence at 5:00 p.m. on the night of Saturday, October 22, 2022, and shall conclude no later than 11:00 p.m. on the night of Saturday, October 22, 2022. The take-down of the Event and restoration of the Premises shall conclude no later than 10:00 a.m., Sunday, October 23, 2022.

2. Security. Licensee shall be responsible for the provision of security within the Licensed Premises during the period of the lease. Licensee shall hire the number of officers and supervisory personnel as recommended by the Huntsville Police Department for the Event. Licensee agrees that the Supervisor of such security officers shall be authorized to make the determination that the Event should be cancelled in the event of inclement weather conditions, security issues or other threats to the safety of the sponsors or attendees of the Event.

3. Alcoholic Beverages. If Licensee (or the Huntsville Museum of Art) obtains a special event liquor permit for the Event, Licensee shall be permitted to serve alcoholic beverages at the Event. Licensee agrees to prevent any person from leaving the Premises while in possession of any alcoholic beverage. Licensee further agrees to post signs at each access way into the premises informing others (1) access will be denied to any person who attempts to bring alcoholic beverages into the Premises, and (2) no alcoholic beverages will be allowed to be removed from the Premises.

4. Restroom Facilities. Licensee has obtained permission from the Huntsville Museum of Art for Event guests to be allowed to use the restroom facilities located at the Huntsville Museum of Art.

5. Set up and Construction of Event Exhibits. Licensee shall not affix any materials to the Premises without the prior approval of the City's Director of Landscape Management. Licensee shall obtain the approval of the City's Director of General Services prior to the use of electrical power for any part of the Event. Electricity may be obtained only from sources authorized by the General Services Director.

6. Alteration of Premises. Licensee may not remove or alter any trees or make any other changes to the Premises without the prior approval of the Director of Landscape Management.

7. Vandalism or Weather Damage. Licensee shall promptly repair any damage to its property or the Premises caused by vandalism or weather events. The City shall not be responsible for any damage to property of Licensee, its sponsors, vendors, patrons or any other third parties.

8. 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. The Event shall further comply, at all times, with the Special Event Permit issued for it by the Huntsville Police Department.

9. Licensing and Permits. Licensee shall, if applicable, obtain and maintain all licenses and permits and pay all fees necessary or required to hold the Event. Licensee shall provide proof of proper permitting or licensure prior to or during the event.

10. Access. Licensee shall, at all times, maintain handicap access throughout the Premises and maintain the Premises in such a way so as to meet the Americans with Disabilities Act (ADA) standards for accessibility.

11. 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 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 here to 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 11 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.

12. Restoration. Licensee agrees to provide for and pay all costs and expenses associated with clean-up of, and damage to, the City's property resulting from Licensee's use of the Premises. The Premises shall be cleaned and restored entirely by Licensee no later than the end of the Agreement term, to the sole satisfaction of the City.

13. 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 except 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.

14. Fee. Licensee shall pay to the City the sum of Three Hundred and No/100 Dollars ($300.00) for the use of the premises.

15. 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.

16. 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.

17. 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:
KIM BROOKS

By: _____
Its: _____


Huntsville Museum of Art
Big Spring Park

EXHIBIT B

RELEASE, INDEMNIFICATON, AND HOLD HARMLESS
RELATED TO CORONAVIRUS/COVID 19

Kim Brooks ("Licensee") has entered a Facility Use Agreement with the City of Huntsville for the use of a portion of Big Spring Park West during specified times during the period October 21, 2022 through October 23, 2022, for the Brooks-Crump Wedding Reception event, including set up and take down, and 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.

[SIGNATURE ON FOLLOWING PAGE]

I have carefully read and fully understand all provisions of this release, indemnification, and hold harmless.

Kim Brooks

_____
Printed Name

_____
Signature

_____
Date

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0220

Department: Parks and Recreation

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

Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and First United Methodist Church of Huntsville.

Resolution No.

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:

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 First United Methodist Church of Huntsville, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Facility Use Agreement between the City of Huntsville and First United Methodist Church of Huntsville", consisting of eight (8) pages, and the date of March 10, 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 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of Huntsville

FACILITY USE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND FIRST UNITED METHODIST CHURCH OF HUNTSVILLE

This License Agreement (the "Agreement") is entered into this 10th day of March, 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 First United Methodist Church of Huntsville, (hereinafter referred to as "Licensee").

1. Use of Premises, Timing and Road Closures.

(a) Subject to the terms and conditions of this License Agreement, the City hereby grants First United Methodist Church of Huntsville a license to utilize that portion of Big Spring Park West, located at 200 Church Street, Huntsville, AL 35801, which is shown on the map attached hereto and incorporated herein by reference as **Exhibit A** and hereinafter referred to as the "Premises" to be used for an event called the "Easter Egg Hunt" (the "Event"), which shall be provided free to the community.

(b) Licensee may access the Premises for Event set-up starting at 7:30 a.m. on Saturday, April 2, 2022. The Event shall commence at 10:00 a.m. on the morning of Saturday, April 2, 2022, and shall conclude no later than 12:00 noon on Saturday, April 2, 2022. The take-down of the Event and restoration of the Premises shall be concluded no later than 1:00 p.m. on Saturday, April 2, 2022.

2. Security. Licensee shall be responsible for the provision of security within the Licensed Premises during the period of the lease. The Licensee shall hire off-duty City of Huntsville Police officers through the Huntsville Police Department to provide security services for the Event and shall hire the number of officers and supervisory personnel as recommended by the Huntsville Police Department for the event. Licensee agrees that the Supervisor of such security officers shall be authorized to make the determination that the event should be cancelled in the event of inclement weather conditions, security issues or other threats to the safety of the sponsors or attendees of the event.

3. Alcoholic Beverages. Licensee does not desire to and shall not furnish alcoholic beverages as a part of the Event, which includes, but is not limited to, the retail sale of alcoholic beverages for on-premises consumption. The Licensee does, however, desire to and will allow the area being used for the Event to be included as a "district area", as that term is defined in Section 3-27 of the Code of Ordinances of the City ("City Code"), within the Quigley Arts and Entertainment District to the extent said district is open. Licensee shall only allow within the area of the Event alcoholic beverages that are in "approved containers", as that term is defined in Section 3-27, and shall otherwise comply with applicable provisions of Chapter 3, Article II of the City Code concerning unlawful acts and offenses related to alcoholic beverages.

4. Restroom Facilities. There are no public restroom facilities located at the Premises. If restroom facilities are needed for the Event, 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 no later than Tuesday following the Event, by 5:00 p.m. At least some of the units must meet ADA standards for accessibility.

5. Set up and Construction of Event Exhibits. Licensee shall not affix any materials to the Premises without the prior approval of the City's Director of Landscape Management. Licensee shall obtain the approval of the City's Director of General Services prior to the use of electrical power for any part of the Event. Electricity may be obtained only from sources authorized by the General Services Director.

6. Alteration of Premises. Licensee may not remove or alter any trees or make any other changes to the Premises without the prior approval of the Director of Landscape Management.

7. Vandalism or Weather Damage. Licensee shall promptly repair any damage to its property, or the Premises, caused by vandalism or weather events. The City shall not be responsible for any damage to property of Licensee, its sponsors, vendors, patrons or any other third parties.

8. 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. The Event shall further comply, at all times, with the Special Event Permit issued for it by the Huntsville Police Department. The Premises is located in the Quigley Arts and Entertainment District, and the Event will occur during regular hours that the district is open. Licensee may allow patrons to take alcohol from the Premises only in accordance with Section 3-27 of the Code of Ordinances of the City of Huntsville.

9. Licensing and Permits. Licensee shall, if applicable, obtain and maintain all licenses and permits and pay all fees necessary or required to hold the event and to sell and serve food on the Premises. Licensee shall provide proof of proper permitting or licensure prior to or during the event.

10. Access. Licensee shall, at all times, maintain handicap access throughout the Premises and maintain the Premises in such a way so as to meet the Americans with Disabilities Act (ADA) standards for accessibility.

11. 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 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 here to 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 11 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.

12. Restoration. Licensee agrees to provide for and pay all costs and expenses associated with clean-up of, and damage to, the City's property resulting from Licensee's use of the Premises. The Premises shall be cleaned and restored entirely by Licensee no later than the end of the Agreement term, to the sole satisfaction of the City.

13. 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 except 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.

14. Fee. Licensee shall pay to the City the sum of One Thousand and no/100 Dollars ($1,000.00) for the use of the Premises.

15. 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.

16. 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.

17. The parties represent and warrant that they have full authority to enter into this Agreement.

18. 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.

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:
FIRST UNITED METHODIST CHURCH OF HUNTSVILLE

By:_____
Its: _____



EXHIBIT B

RELEASE, INDEMNIFICATON, AND HOLD HARMLESS RELATED TO CORONAVIRUS/COVID 19

The First United Methodist Church of Huntsville, ("Licensee") has entered a Facility Use Agreement with the City of Huntsville for the use of Big Spring Park West on April 2, 2022, for the Easter Egg Hunt event, including set up and take down, and 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.

[SIGNATURE ON FOLLOWING PAGE]

I have carefully read and fully understand all provisions of this release, indemnification, and hold harmless.

First United Methodist Church of Huntsville

_____
Printed Name

_____
Signature

_____
Date

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 First United Methodist Church of Huntsville, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Facility Use Agreement between the City of Huntsville and First United Methodist Church of Huntsville", consisting of eight (8) pages, and the date of March 10, 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 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of Huntsville

FACILITY USE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND FIRST UNITED METHODIST CHURCH OF HUNTSVILLE

This License Agreement (the "Agreement") is entered into this 10th day of March, 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 First United Methodist Church of Huntsville, (hereinafter referred to as "Licensee").

1. Use of Premises, Timing and Road Closures.

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(b) Licensee may access the Premises for Event set-up starting at 7:30 a.m. on Saturday, April 2, 2022. The Event shall commence at 10:00 a.m. on the morning of Saturday, April 2, 2022, and shall conclude no later than 12:00 noon on Saturday, April 2, 2022. The take-down of the Event and restoration of the Premises shall be concluded no later than 1:00 p.m. on Saturday, April 2, 2022.

2. Security. Licensee shall be responsible for the provision of security within the Licensed Premises during the period of the lease. The Licensee shall hire off-duty City of Huntsville Police officers through the Huntsville Police Department to provide security services for the Event and shall hire the number of officers and supervisory personnel as recommended by the Huntsville Police Department for the event. Licensee agrees that the Supervisor of such security officers shall be authorized to make the determination that the event should be cancelled in the event of inclement weather conditions, security issues or other threats to the safety of the sponsors or attendees of the event.

3. Alcoholic Beverages. Licensee does not desire to and shall not furnish alcoholic beverages as a part of the Event, which includes, but is not limited to, the retail sale of alcoholic beverages for on-premises consumption. The Licensee does, however, desire to and will allow the area being used for the Event to be included as a "district area", as that term is defined in Section 3-27 of the Code of Ordinances of the City ("City Code"), within the Quigley Arts and Entertainment District to the extent said district is open. Licensee shall only allow within the area of the Event alcoholic beverages that are in "approved containers", as that term is defined in Section 3-27, and shall otherwise comply with applicable provisions of Chapter 3, Article II of the City Code concerning unlawful acts and offenses related to alcoholic beverages.

4. Restroom Facilities. There are no public restroom facilities located at the Premises. If restroom facilities are needed for the Event, 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 no later than Tuesday following the Event, by 5:00 p.m. At least some of the units must meet ADA standards for accessibility.

5. Set up and Construction of Event Exhibits. Licensee shall not affix any materials to the Premises without the prior approval of the City's Director of Landscape Management. Licensee shall obtain the approval of the City's Director of General Services prior to the use of electrical power for any part of the Event. Electricity may be obtained only from sources authorized by the General Services Director.

6. Alteration of Premises. Licensee may not remove or alter any trees or make any other changes to the Premises without the prior approval of the Director of Landscape Management.

7. Vandalism or Weather Damage. Licensee shall promptly repair any damage to its property, or the Premises, caused by vandalism or weather events. The City shall not be responsible for any damage to property of Licensee, its sponsors, vendors, patrons or any other third parties.

8. 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. The Event shall further comply, at all times, with the Special Event Permit issued for it by the Huntsville Police Department. The Premises is located in the Quigley Arts and Entertainment District, and the Event will occur during regular hours that the district is open. Licensee may allow patrons to take alcohol from the Premises only in accordance with Section 3-27 of the Code of Ordinances of the City of Huntsville.

9. Licensing and Permits. Licensee shall, if applicable, obtain and maintain all licenses and permits and pay all fees necessary or required to hold the event and to sell and serve food on the Premises. Licensee shall provide proof of proper permitting or licensure prior to or during the event.

10. Access. Licensee shall, at all times, maintain handicap access throughout the Premises and maintain the Premises in such a way so as to meet the Americans with Disabilities Act (ADA) standards for accessibility.

11. 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 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 here to 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 11 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.

12. Restoration. Licensee agrees to provide for and pay all costs and expenses associated with clean-up of, and damage to, the City's property resulting from Licensee's use of the Premises. The Premises shall be cleaned and restored entirely by Licensee no later than the end of the Agreement term, to the sole satisfaction of the City.

13. 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 except 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.

14. Fee. Licensee shall pay to the City the sum of One Thousand and no/100 Dollars ($1,000.00) for the use of the Premises.

15. 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.

16. 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.

17. The parties represent and warrant that they have full authority to enter into this Agreement.

18. 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.

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:
FIRST UNITED METHODIST CHURCH OF HUNTSVILLE

By:_____
Its: _____



EXHIBIT B

RELEASE, INDEMNIFICATON, AND HOLD HARMLESS
RELATED TO CORONAVIRUS/COVID 19

The First United Methodist Church of Huntsville, ("Licensee") has entered a Facility Use Agreement with the City of Huntsville for the use of Big Spring Park West on April 2, 2022, for the Easter Egg Hunt event, including set up and take down, and 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.

[SIGNATURE ON FOLLOWING PAGE]

I have carefully read and fully understand all provisions of this release, indemnification, and hold harmless.

First United Methodist Church of Huntsville

_____
Printed Name

_____
Signature

_____
Date

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0221

Department: Parks and Recreation

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

Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and the Huntsville Museum of Art Guild.

Resolution No.

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:

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 Huntsville Museum of Art Guild, 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 "Facility Use Agreement between the City of Huntsville and Huntsville Museum of Art Guild", consisting of eight (8) pages, and the date of March 10, 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 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

Mayor of the City of Huntsville

FACILITY USE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND HUNTSVILLE MUSEUM OF ART GUILD

This License Agreement (the "Agreement") is entered into this 10th day of March, 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 Museum of Art Guild., a domestic nonprofit corporation, (hereinafter referred to as "Huntsville Museum of Art Guild" or "Licensee").

WHEREAS, the City of Huntsville has a public interest in promoting a vital and thriving downtown area;

WHEREAS, the Huntsville Museum of Art Guild is an organization dedicated to promoting awareness, appreciation, and knowledge of the visual arts by providing fundraising, volunteerism and education on behalf of the Huntsville Museum of Art; and

WHEREAS, the Huntsville Museum of Art Guild desires to sponsor an event known as "UNFRAMED: Off to the Races" to be held at Big Spring Park West, located at 200 Church Street, SW, Huntsville, Alabama 35801; and

WHEREAS, the purpose of the event is to raise funds for the Huntsville Museum of Art and to promote the Huntsville Museum of Art as the center for cultural arts throughout the greater Huntsville, Alabama community; and

WHEREAS, the City of Huntsville has determined that entering into this License Agreement will serve a public purpose;

NOW THEREFORE, for and in consideration of the mutual covenants herein, the parties agree as follows:

1. Use of Premises, Timing and Road Closures.

(a) Subject to the terms and conditions of this License Agreement, the City hereby grants Licensee a license to utilize Big Spring Park West, located at 200 Church Street, Huntsville, AL 35801, which is shown on the map attached hereto and incorporated herein by reference as **Exhibit A** and hereinafter referred to as the "Premises" to be used for the event called "UNFRAMED: Off to the Races" (the "Event").

(b) Licensee may access the Premises to set-up UNFRAMED: Off to the Races starting each day at 9:00 a.m. and ending at 5:00 p.m., on Thursday and Friday, May 5 and 6, 2022. Set up for the Event may continue Saturday, May 7 at 9:00 a.m. until the Event commences that evening at 5:00 p.m. The Event shall conclude no later than 7:30 p.m. on the night of Saturday, May 7, 2021. The take-down of and restoration of the Premises shall begin immediately after the Event and conclude no later than 10:00 p.m., Saturday, May 7, 2022, except for the tent, which will be removed by the vendor no later than May 9, 2022.

2. Security. Licensor shall be responsible for the provision of security within the Licensed Premises during the period of the lease. Licensor shall hire the number of officers and supervisory personnel as recommended by the Huntsville Police Department for the Event. Licensee agrees that the Supervisor of such security officers shall be authorized to make the determination that the Event should be cancelled in the event of inclement weather conditions, security issues or other threats to the safety of the sponsors or attendees of the Event.

3. Alcoholic Beverages. If Licensee (or the Huntsville Museum of Art) obtains a special event liquor permit for the Event, Licensee shall be permitted to serve alcoholic beverages at the Event. Licensee agrees to prevent any person from leaving the Premises while in possession of any alcoholic beverage. Licensee further agrees to post signs at each access way into the premises informing others (1) access will be denied to any person who attempts to bring alcoholic beverages into the Premises, and (2) no alcoholic beverages will be allowed to be removed from the Premises.

4. Restroom Facilities. Licensee has obtained permission from the Huntsville Museum of Art for its guests to be allowed to use the restroom facilities located at the Huntsville Museum of Art.

5. Set up and Construction of Event Exhibits. Licensee shall not affix any materials to the Premises without the prior approval of the City's Director of Landscape Management. Licensee shall obtain the approval of the City's Director of General Services prior to the use of electrical power for any part of the Event. Electricity may be obtained only from sources authorized by the General Services Director.

6. Alteration of Premises. Licensee may not remove or alter any trees or make any other changes to the Premises without the prior approval of the Director of Landscape Management.

7. Vandalism or Weather Damage. Licensee shall promptly repair any damage to its property or the Premises caused by vandalism or weather events. The City shall not be responsible for any damage to property of Licensee, its sponsors, vendors, patrons or any other third parties.

8. 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. The Event shall further comply, at all times, with the Special Event Permit issued for it by the Huntsville Police Department.

9. Licensing and Permits. Licensee shall, if applicable, obtain and maintain all licenses and permits and pay all fees necessary or required to hold the Event and to sell and serve food on the Premises. Licensee shall provide proof of proper permitting or licensure prior to or during the event.

10. Access. Licensee shall, at all times, maintain handicap access throughout the Premises and maintain the Premises in such a way so as to meet the Americans with Disabilities Act (ADA) standards for accessibility.

11. 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 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 here to 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 11 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.

12. Restoration. Licensee agrees to provide for and pay all costs and expenses associated with clean-up of, and damage to, the City's property resulting from Licensee's use of the Premises. The Premises shall be cleaned and restored entirely by Licensee no later than the end of the Agreement term, to the sole satisfaction of the City.

13. Insurance. Licensee, or the Huntsville Museum of Art at Licensee's request, 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 except 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, or shall have Huntsville Museum of Art 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.

14. Fee. Licensee shall pay to the City the sum of Three Hundred and No/100 Dollars ($300.00) for the use of the premises.

15. 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.

16. 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.

17. The parties represent and warrant that they have full authority to enter into this Agreement.

18. 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.

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

LICENSOR:
THE CITY OF HUNTSVILLE, ALABAMA

_____
Kenneth Benion
City Clerk-Treasurer

By:_____
Tommy Battle, Mayor

LICENSEE:
HUNTSVILLE MUSEUM OF ART GUILD

By:_____
Its: _____

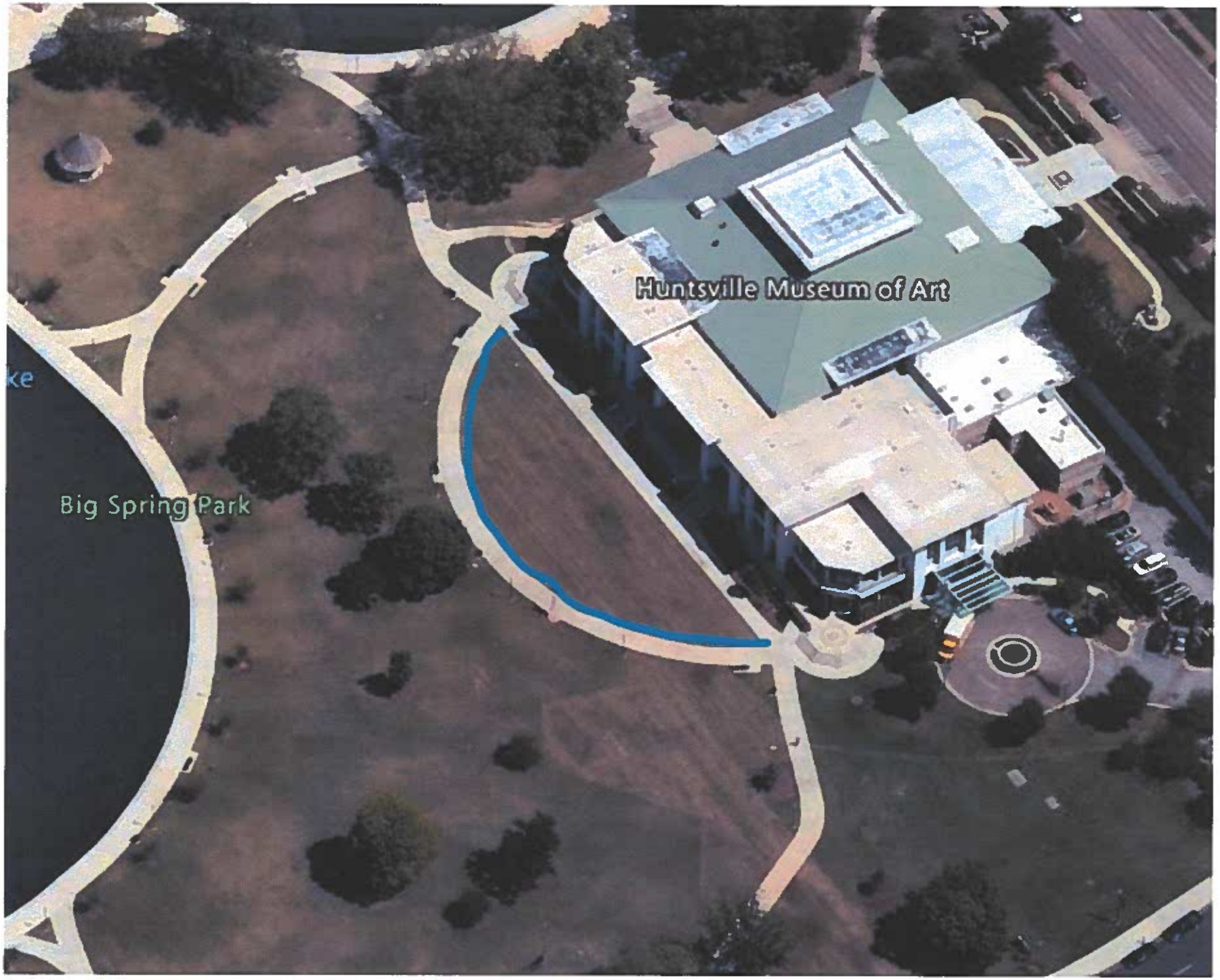

Huntsville Museum of Art
Big Spring Park

EXHIBIT B

RELEASE, INDEMNIFICATON, AND HOLD HARMLESS RELATED TO CORONAVIRUS/COVID 19

The Huntsville Museum of Art Guild, ("Licensee") has entered a Facility Use Agreement with the City of Huntsville for the use of Big Spring Park West for specific days and times May 5 – 9, 2022, for the UNFRAMED: Off to the Races event, including set up and take down, and 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.

[SIGNATURE ON FOLLOWING PAGE]

I have carefully read and fully understand all provisions of this release, indemnification, and hold harmless.

Huntsville Museum of Art Guild

_____

Printed Name

_____

Signature

_____

Date

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 Huntsville Museum of Art Guild, 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 "Facility Use Agreement between the City of Huntsville and Huntsville Museum of Art Guild", consisting of eight (8) pages, and the date of March 10, 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 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of Huntsville

FACILITY USE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND HUNTSVILLE MUSEUM OF ART GUILD

This License Agreement (the "Agreement") is entered into this 10th day of March, 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 Museum of Art Guild., a domestic nonprofit corporation, (hereinafter referred to as "Huntsville Museum of Art Guild" or "Licensee").

WHEREAS, the City of Huntsville has a public interest in promoting a vital and thriving downtown area;

WHEREAS, the Huntsville Museum of Art Guild is an organization dedicated to promoting awareness, appreciation, and knowledge of the visual arts by providing fundraising, volunteerism and education on behalf of the Huntsville Museum of Art; and

WHEREAS, the Huntsville Museum of Art Guild desires to sponsor an event known as "UNFRAMED: Off to the Races" to be held at Big Spring Park West, located at 200 Church Street, SW, Huntsville, Alabama 35801; and

WHEREAS, the purpose of the event is to raise funds for the Huntsville Museum of Art and to promote the Huntsville Museum of Art as the center for cultural arts throughout the greater Huntsville, Alabama community; and

WHEREAS, the City of Huntsville has determined that entering into this License Agreement will serve a public purpose;

NOW THEREFORE, for and in consideration of the mutual covenants herein, the parties agree as follows:

1. Use of Premises, Timing and Road Closures.

(a) Subject to the terms and conditions of this License Agreement, the City hereby grants Licensee a license to utilize Big Spring Park West, located at 200 Church Street, Huntsville, AL 35801, which is shown on the map attached hereto and incorporated herein by reference as **Exhibit A** and hereinafter referred to as the "Premises" to be used for the event called "UNFRAMED: Off to the Races" (the "Event").

(b) Licensee may access the Premises to set-up UNFRAMED: Off to the Races starting each day at 9:00 a.m. and ending at 5:00 p.m., on Thursday and Friday, May 5 and 6, 2022. Set up for the Event may continue Saturday, May 7 at 9:00 a.m. until the Event commences that evening at 5:00 p.m. The Event shall conclude no later than 7:30 p.m. on the night of Saturday, May 7, 2021. The take-down of and restoration of the Premises shall begin immediately after the Event and conclude no later than 10:00 p.m., Saturday, May 7, 2022, except for the tent, which will be removed by the vendor no later than May 9, 2022.

2. Security. Licensor shall be responsible for the provision of security within the Licensed Premises during the period of the lease. Licensor shall hire the number of officers and supervisory personnel as recommended by the Huntsville Police Department for the Event. Licensee agrees that the Supervisor of such security officers shall be authorized to make the determination that the Event should be cancelled in the event of inclement weather conditions, security issues or other threats to the safety of the sponsors or attendees of the Event.

3. Alcoholic Beverages. If Licensee (or the Huntsville Museum of Art) obtains a special event liquor permit for the Event, Licensee shall be permitted to serve alcoholic beverages at the Event. Licensee agrees to prevent any person from leaving the Premises while in possession of any alcoholic beverage. Licensee further agrees to post signs at each access way into the premises informing others (1) access will be denied to any person who attempts to bring alcoholic beverages into the Premises, and (2) no alcoholic beverages will be allowed to be removed from the Premises.

4. Restroom Facilities. Licensee has obtained permission from the Huntsville Museum of Art for its guests to be allowed to use the restroom facilities located at the Huntsville Museum of Art.

5. Set up and Construction of Event Exhibits. Licensee shall not affix any materials to the Premises without the prior approval of the City's Director of Landscape Management. Licensee shall obtain the approval of the City's Director of General Services prior to the use of electrical power for any part of the Event. Electricity may be obtained only from sources authorized by the General Services Director.

6. Alteration of Premises. Licensee may not remove or alter any trees or make any other changes to the Premises without the prior approval of the Director of Landscape Management.

7. Vandalism or Weather Damage. Licensee shall promptly repair any damage to its property or the Premises caused by vandalism or weather events. The City shall not be responsible for any damage to property of Licensee, its sponsors, vendors, patrons or any other third parties.

8. 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. The Event shall further comply, at all times, with the Special Event Permit issued for it by the Huntsville Police Department.

9. Licensing and Permits. Licensee shall, if applicable, obtain and maintain all licenses and permits and pay all fees necessary or required to hold the Event and to sell and serve food on the Premises. Licensee shall provide proof of proper permitting or licensure prior to or during the event.

10. Access. Licensee shall, at all times, maintain handicap access throughout the Premises and maintain the Premises in such a way so as to meet the Americans with Disabilities Act (ADA) standards for accessibility.

11. 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 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 here to 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 11 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.

12. Restoration. Licensee agrees to provide for and pay all costs and expenses associated with clean-up of, and damage to, the City's property resulting from Licensee's use of the Premises. The Premises shall be cleaned and restored entirely by Licensee no later than the end of the Agreement term, to the sole satisfaction of the City.

13. Insurance. Licensee, or the Huntsville Museum of Art at Licensee's request, 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 except 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, or shall have Huntsville Museum of Art 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.

14. Fee. Licensee shall pay to the City the sum of Three Hundred and No/100 Dollars ($300.00) for the use of the premises.

15. 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.

16. 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.

17. The parties represent and warrant that they have full authority to enter into this Agreement.

18. 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.

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 MUSEUM OF ART GUILD

By:_____
Its: _____


Huntsville Museum of Art
Big Spring Park

EXHIBIT B

RELEASE, INDEMNIFICATON, AND HOLD HARMLESS
RELATED TO CORONAVIRUS/COVID 19

The Huntsville Museum of Art Guild, ("Licensee") has entered a Facility Use Agreement with the City of Huntsville for the use of Big Spring Park West for specific days and times May 5 – 9, 2022, for the UNFRAMED: Off to the Races event, including set up and take down, and 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.

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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.

[SIGNATURE ON FOLLOWING PAGE]

I have carefully read and fully understand all provisions of this release, indemnification, and hold harmless.

Huntsville Museum of Art Guild

_____
Printed Name

_____
Signature

_____
Date

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0222

Department: Planning

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

Resolution authorizing the Mayor to sign a plat entitled: Racetrac - Greenbrier

Resolution No. 22-174

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** TMP-1274

Department: Planning

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

Resolution authorizing the Mayor to sign a plat entitled: Racetrac - Greenbrier

Resolution No.

Finance Information:

Account Number: N/A

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:

Property is owned by City of Huntsville.

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to sign the plat entitled:

Racetrac - Greenbrier .

ADOPTED this the 10th day of March 2022.

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

APPROVED this the 10th day of March, 2022 .

_____
Mayor of the City of Huntsville,
Alabama

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to sign the plat entitled:

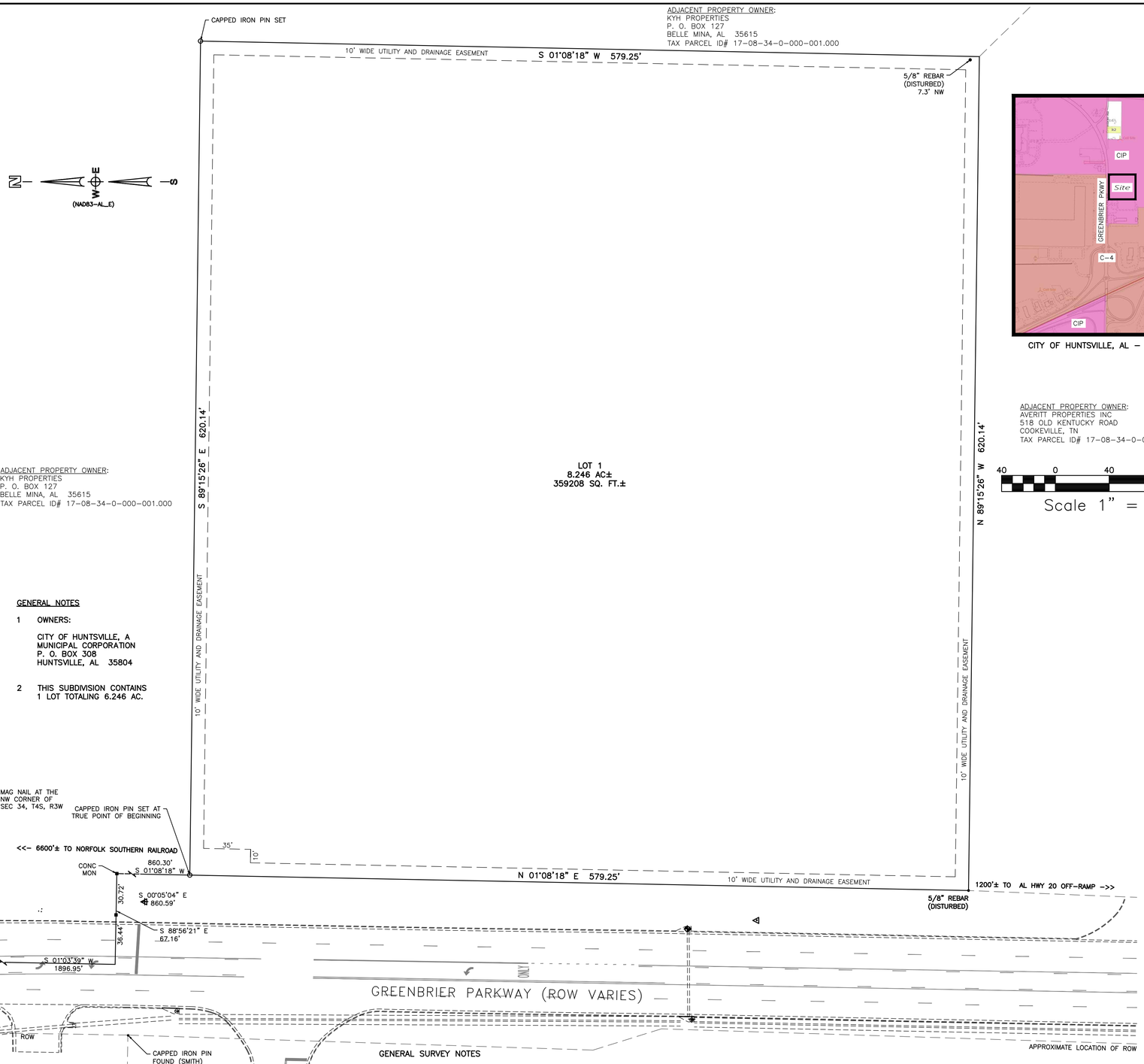
Racetrac - Greenbrier.

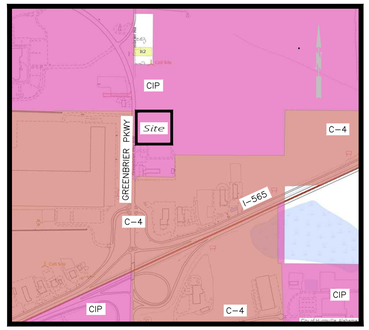
ADOPTED this the 10th day of March 2022.

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

APPROVED this the 10th day of March, 2022 .

Mayor of the City of Huntsville,
Alabama





CITY OF HUNTSVILLE, AL – ZONING MAP (11-22-2021)

GENERAL SURVEY NOTES

1 NORTH REFERENCE IS ALABAMA STATE COORDINATE GRID-EAST ZONE (NAD1983) AS DETERMINED BY GNSS OBSERVATIONS.

2 ALL MEASUREMENTS SHOWN ARE TO U.S. STANDARDS AND ARE FIELD MEASUREMENTS UNLESS OTHERWISE SHOWN

3 SOURCE OF INFORMATION USED FOR SURVEY: RLPY BOOK 2004, PG 16846

4 NO ENCROACHMENTS WERE FOUND ABOVE GROUND EXCEPT AS SHOWN

5 NO SEARCH OF PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM TO DETERMINE IF ANY DEFECTS AND/OR AMBIGUITIES EXIST IN THE TITLE.

6 THERE WAS NO FIELD LOCATION ATTEMPTED TO DETERMINE THE EXTENT OF SUBSURFACE STRUCTURES

7 UNLESS STATED OTHERWISE, GOVERNMENTAL JURISDICTIONAL AREAS OR NEGATIVE EASEMENT, IF ANY, WHICH MIGHT AFFECT THE USE OF THIS PROPERTY WERE NOT LOCATED. THE UNDERSIGNED ASSUMES NO LIABILITY FOR ANY LOSS RESULTING FROM THE EXERCISE OF ANY GOVERNMENTAL JURISDICTION AFFECTING THE USE OF THIS PROPERTY.

8 FIELD WORK COMPLETED ON 21 OCTOBER 2021.

STATE OF ALABAMA)
LIMESTONE COUNTY)

I, H. BLAKE McANALLY, A LICENSED PROFESSIONAL SURVEYOR WITH PUGH WRIGHT McANALLY, INC. OF DECATUR, ALABAMA HEREBY STATE THAT THE FOREGOING IS A TRUE AND CORRECT MAP OR PLAT OF THE FOLLOWING DESCRIBED REAL ESTATE:

DESCRIPTION

A PORTION OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34, THENCE SOUTH 01 DEGREES 03 MINUTES 39 SECONDS WEST A DISTANCE OF 1896.95 FEET TO A POINT;
THENCE SOUTH 88 DEGREES 56 MINUTES 21 SECONDS EAST (PASSING A CONCRETE MONUMENT AT 36.44 FEET) A TOTAL DISTANCE OF 67.16 FEET TO A CONCRETE MONUMENT;
THENCE SOUTH 01 DEGREES 08 MINUTES 18 SECONDS WEST A DISTANCE OF 860.30 FEET TO A POINT BEING THE POINT OF BEGINNING;

THENCE FROM THE TRUE POINT OF BEGINNING SOUTH 89 DEGREES 15 MINUTES 26 SECONDS EAST A DISTANCE OF 620.14 FEET TO A POINT;
THENCE SOUTH 01 DEGREES 08 MINUTES 18 SECONDS WEST A DISTANCE OF 579.25 FEET TO A POINT BEING THE NORTHEAST CORNER OF "AVERITT PROPERTIES, INC. CONSOLIDATION: LOT #2 OF THE GREENBRIER EAST SUB. PLAT BOOK F, PAGES 148 & 149 AND OTHER LANDS" AS RECORDED IN PLAT BOOK G AT PAGE 246 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA;
THENCE NORTH 89 DEGREES 15 MINUTES 26 SECONDS WEST ALONG THE NORTH BOUNDARY OF SAID PLAT A DISTANCE OF 620.14 FEET TO A 5/8 INCH REBAR ON THE EAST RIGHT-OF-WAY MARGIN OF GREENBRIER PARKWAY;
THENCE NORTH 01 DEGREES 08 MINUTES 18 SECONDS EAST A DISTANCE OF 579.25 FEET TO A POINT BEING THE TRUE POINT OF BEGINNING AND CONTAINING 8.246 ACRES MORE OR LESS.

AND FURTHER, THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAPS FOR LIMESTONE COUNTY, ALABAMA, AND INCORPORATED AREAS, AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS LOCATED IN ZONE 'X (UNSHADED)', AS DEFINED ON THE FLOOD INSURANCE RATE MAP (FIRM) FOR LIMESTONE COUNTY, ALABAMA AND INCORPORATED AREAS, MAP NUMBER 01083C0314G, EFFECTIVE DATE OF 16 AUGUST, 2018.

I FURTHER STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF,

ACCORDING TO MY SURVEY, THIS THE _____ DAY OF _____, 2022.

_____
H. BLAKE McANALLY, PE/PLS
AL LIC. No. 22096

SURVEYOR'S CERTIFICATE OF ACCURACY

I, H. BLAKE McANALLY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS GREATER THAN 1:10,000.

WITNESS MY HAND AND SEAL THIS THE ____ DAY OF _____, 20_____.

_____
H. BLAKE McANALLY
AL REG. NO. 22096

FLOOD HAZARD CERTIFICATE

I, H. BLAKE McANALLY, THE ENGINEER/SURVEYOR OF RECORD, CERTIFY THAT THE SUBDIVISION SHOWN HEREON IS IS LOCATED IN FLOOD ZONE "X" (UNSHADED) AS SHOWN ON THE MOST CURRENT FEDERAL INSURANCE ADMINISTRATION'S FLOOD INSURANCE RATE MAPS FOR THE COUNTY. I FURTHER CERTIFY THAT THE SUBDIVISION SHOWN HEREON COMPLIES IN ALL RESPECTS WITH THE LIMESTONE COUNTY FLOOD DAMAGE PREVENTION ORDINANCE, AS LAST REVISED.

FIRM PANEL #01083C0314G G DATED: AUGUST 16, 2018

_____
H. BLAKE McANALLY
AL REG. NO. 22096

TRAFFIC ENGINEER CERTIFICATION

THE UNDERSIGNED, AS TRAFFIC ENGINEER OF THE CITY OF HUNTSVILLE, ALABAMA, OR HIS DULY APPOINTED REPRESENTATIVE, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF LIMESTONE COUNTY, ALABAMA. THIS THE _____ DAY OF _____, 20_____.

_____
TRAFFIC ENGINEER
CITY OF HUNTSVILLE

CITY ENGINEER CERTIFICATION

THE UNDERSIGNED, AS CITY ENGINEER OF THE CITY OF HUNTSVILLE, ALABAMA, HEREBY APPROVED THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF LIMESTONE COUNTY, ALABAMA. THIS THE _____ DAY OF _____, 20_____.

_____
CITY ENGINEER
CITY OF HUNTSVILLE

HUNTSVILLE UTILITIES CERTIFICATION

THE UNDERSIGNED, A DULY APPOINTED REPRESENTATIVE OF HUNTSVILLE UTILITIES FOR THE CITY OF HUNTSVILLE, ALABAMA, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF LIMESTONE COUNTY, ALABAMA. THIS THE _____ DAY OF _____, 20_____.

_____ _____ (SIGN)

_____ _____ (PRINT)

(TITLE) _____

PUGH WRIGHT McANALLY INC
CIVIL ENGINEERS
310 8th AVENUE NE - PO BOX 2419 - DECATUR, AL - (256) 353-3937
Pugh Wright McAnally, Inc. www.pughwrightmcanally.com

REVISIONS

Rev#	Description	Date
5		
4		
3		
2		
1		

RACETRAC - GREENBRIER
GREENBRIER PARKWAY
SECTION 34, TOWNSHIP 4 SOUTH, RANGE 3 WEST
HUNTSVILLE, LIMESTONE COUNTY, ALABAMA

MINOR PLAT

Date: JAN 2022
Drawn By: DDP
Approved By: HBM
Scale: 1"=40'

Sign/Seal

Job Number:
519-22

Sheet Number:
1 OF 2

STATE OF ALABAMA
LIMESTONE COUNTY

I, H. BLAKE McANALLY, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR AND LICENSED IN HUNTSVILLE, ALABAMA, AND THAT I HAVE SURVEYED THE LANDS EMBRACED IN THE WITHIN PLAT OR MAP DESIGNATED AS "RACETRAC – GREENBRIER", ALL LYING WITHIN LIMESTONE COUNTY, ALABAMA. IT IS FURTHER CERTIFIED THAT SAID PLAT OR MAP IS A TRUE PLAT OR MAP OF LANDS EMBRACED THEREIN, GIVING THE LENGTH AND BEARINGS OF THE BOUNDARIES OF EACH BLOCK AND LOT AND BLOCK NUMBER; SHOWING THE STREETS, ALLEYS AND PUBLIC GROUNDS; GIVING THE BEARINGS, LENGTH, WIDTH AND NAME OF EACH STREET; SHOWING THE RELATION OF THE LAND TO THE GOVERNMENT SURVEY; AND THAT MONUMENTS SHOWN HEREON SHALL BE INSTALLED AT ALL LOT CORNERS AND CURVE POINTS PRIOR TO FINAL INSPECTION BY THE CITY ENGINEER OF THE CITY OF HUNTSVILLE, ALABAMA.

I, TOMMY BATTLE, AS MAYOR OF THE CITY OF HUNTSVILLE, A MUNICIPAL CORPORATION, THE OWNER OF THE LANDS EMBRACED IN SAID PLAT, HEREBY JOIN IN THIS CERTIFICATE AS REQUIRED BY LAW FOR THE PURPOSE OF GIVING FULL FORCE AND EFFECT TO THE PLATTING OF SAID LANDS EMBRACED IN SAID PLAT AS CONTEMPLATED AND REQUIRED BY LAW.

I, KENNETH BENION, AS CLERK TREASURER OF THE CITY OF HUNTSVILLE, A MUNICIPAL CORPORATION, THE OWNER OF THE LANDS EMBRACED IN SAID PLAT, HEREBY JOIN IN THIS CERTIFICATE AS REQUIRED BY LAW FOR THE PURPOSE OF GIVING FULL FORCE AND EFFECT TO THE PLATTING OF SAID LANDS EMBRACED IN SAID PLAT AS CONTEMPLATED AND REQUIRED BY LAW.

IN WITNESS WHEREOF, SAID H. BLAKE McANALLY, SURVEYOR, TOMMY BATTLE, AS MAYOR OF THE CITY OF HUNTSVILLE, A MUNICIPAL CORPORATION AND KENNETH BENION, AS CLERK TREASURER OF THE CITY OF HUNTSVILLE, A MUNICIPAL CORPORATION HAVE CAUSED THESE PRESENTS TO BE DULY EXECUTED AND HEREUNTO SET OUR HAND AND AFFIX OUR SEALS AS OF _____ DAY OF _____, 20_____, WHICH DATE IS THE LAST DATE UPON WHICH THE SIGNATORY LAST TO EXECUTE THE SAME SHALL AFFIX HIS/HER/ITS SIGNATURE, AND WHICH DATE IS INTENDED BY THE SIGNATORY PARTIES AS THE EFFECTIVE DATE HEREOF.

_____
H. BLAKE McANALLY, SURVEYOR
ALABAMA LIC. No. 22096

ATTEST:

_____ _____
BY: KENNETH BENION, CLERK TREASURER

CITY OF HUNTSVILLE, A MUNICIPAL CORPORATION
OWNER

_____
BY: TOMMY BATTLE, AS ITS MAYOR

STATE OF ALABAMA)
COUNTY OF _____)

I, _____, NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT H. BLAKE McANALLY, WHOSE NAME IS SIGNED TO THE FOREGOING CERTIFICATE AND WHO IS KNOWN TO ME, ACKNOWLEDGE BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF SAID CERTIFICATE, HE HAS EXECUTED THE SAME VOLUNTARILY AS OF THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF_____, 20_____.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

STATE OF ALABAMA)
COUNTY OF MADISON)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT TOMMY BATTLE AND KENNETH BENION, WHOSE NAMES AS MAYOR AND CLERK TREASURER, RESPECTIVELY, OF THE CITY OF HUNTSVILLE, A MUNICIPAL CORPORATION ARE SIGNED TO THE FOREGOING CERTIFICATE, AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, THEY, AS SUCH MAYOR AND CLERK TREASURER, AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID CITY OF HUNTSVILLE, A MUNICIPAL CORPORATION AS OF THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF_____, 20_____.

_____
NOTARY PUBLIC
STATE OF ALABAMA
COUNTY OF MADISON

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION CERTIFICATION

THE WITHIN PLAT OF "MAY PROPERTY SUBDIVISION PHASE 4, A RESUBDIVISION OF LOT 2, MAY PROPERTY SUBDIVISION PHASE 3 (PLAT BOOK J, PAGE 426), A RESUBDIVISION OF LOT 1, LOT 2 AND LOT 3, MAY PROPERTY SUBDIVISION PHASE 2 (PLAT BOOK J, PAGE 308) – A RESUBDIVISION OF LOT 2, MAY PROPERTY SUBDIVISION AND ADDITIONAL LANDS (PLAT BOOK J, PAGES 182–183) AND LOT 1, MAY PROPERTY SUBDIVISION AND ADDITIONAL LANDS (PLAT BOOK J, PAGES 182–183)", AND ADDITIONAL LANDS, AND IS HEREBY APPROVED BY THE PLANNING COMMISSION FOR THE CITY OF HUNTSVILLE, ALABAMA, FOR RECORDING OF SAME IN THE PROBATE OFFICE OF LIMESTONE COUNTY, ALABAMA, THIS THE _____ DAY OF _____, 20_____.

THE RECORDING MUST BE ACCOMPANIED BY THE _____ DAY OF _____, 20_____. IF THE PLAT IS NOT RECORDED BY THIS DATE, THE APPROVAL OF THE PLAT BY THE PLANNING COMMISSION SHALL BE DEEMED TO HAVE EXPIRED.

PLANNING COMMISSION FOR THE CITY OF HUNTSVILLE, ALABAMA

BY _____

TITLE _____

CERTIFICATE OF RECORDING BY THE COUNTY JUDGE OF PROBATE

I, _____, JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, CERTIFY THAT THE WITHIN AND FOREGOING INSTRUMENT OF WRITING WAS FILED FOR RECORD IN THE OFFICE ON THE _____ DAY OF _____, 20_____ AT _____ O'CLOCK AND DULY RECORDED IN DOCUMENT NUMBER _____.

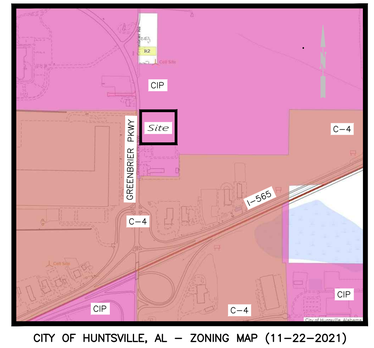
_____
JUDGE OF PROBATE
COUNTY OF LIMESTONE, ALABAMA

GENERAL NOTES

1 OWNERS:

CITY OF HUNTSVILLE, A MUNICIPAL CORPORATION
P. O. BOX 308
HUNTSVILLE, AL 35804

2 THIS SUBDIVISION CONTAINS 1 LOT TOTALING 6.246 AC.



CITY OF HUNTSVILLE, AL – ZONING MAP (11–22–2021)

PUGH WRIGHT McANALLY INC CIVIL ENGINEERS
310 8th AVENUE NE – PO BOX 2419 – DECATUR, AL – (256) 353-3937
Pugh Wright McAnally, Inc. www.pughwrightmcanally.com

REVISIONS

Rev#	Description	Date
5		
4		
3		
2		
1		

RACETRAC - GREENBRIER
GREENBRIER PARKWAY
SECTION 34, TOWNSHIP 4 SOUTH, RANGE 3 WEST
HUNTSVILLE, LIMESTONE COUNTY, ALABAMA

MINOR PLAT

Date: JAN 2022
Drawn By: DDP
Approved By: HBM
Scale: 1"=40'

Sign/Seal

Job Number:
519–22

Sheet Number:
2 OF 2

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0223

Department: Police

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

Resolution Authorizing the Mayor to accept a grant award between the City of Huntsville Police Department and the Alabama Law Enforcement Agency (ALEA) for use by the North Alabama Multi-Agency Crime Center (NAMACC).

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: 0

Total Obligation: 0

Special Circumstances:

Grant Funded: $44,000.00

Grant Title - CFDA or granting Agency: ALEA

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 accept a grant award between the City of Huntsville Police Department and the Alabama Law Enforcement Agency (ALEA), 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 "Combating Domestic Violence Extremism – Homeland Security Grant" consisting of 21 pages, and the date of March 10, 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 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of Huntsville,
Alabama

Grant: Combating Domestic Violence Extremism - Homeland Security Grant

Submitted by: Huntsville Police Department **NAMACC (North Alabama Multi-Agency Crime Center)**

Category: IT

AEL Ref#: 13LE-00-SURV (Equipment, Law Enforcement Surveillance).
(4) License Plate Readers

Point of Contact:
Curt Worshek
Director, NAMACC
256-426-7240
curtis.worshek@huntsvilleal.gov
North Alabama Multi-Agency Crime Center

Huntsville Police Department
815 Wheeler Avenue NW,
Huntsville, AL 35804-2085

Narrative:

The NAMACC is a collaboration of multiple local, regional, and federal law enforcement agencies partnered to conduct all source intelligence operations to capture, monitor, analyze, assess, and disseminate timely, actionable criminal intelligence towards the collective deterrence and reduction of crime to include potential and realized threats stemming from Domestic Violence Extremism. The primary capabilities and resources of the NAMACC are shared by our partners to include the Homeland Security / FBI Joint Terrorism Task Force, the U.S. Marshalls Gulf Coast Regional Task Force, the Secret Service and numerous others. Together, we have become increasingly successful in the following capabilities:

- Interdiction and disruption
- Screening, search and detection
- Physical protective measures
- Intelligence and information sharing
- Public information and warning
- Operational Coordination during Joint Operations
- Risk management / Threat Assessments for protection programs

The use of advanced technologies and analytics by the team to sustain and grow these capabilities has greatly improved as we strive to focus our efforts in six key areas (Cellular Forensics, Video Forensics, Unmanned Aerial Vehicles, Suspect Recognition, Analytical Toolkits and the deployment of the Guardian Network).

President of the City Council of the City of
Huntsville, Alabama
Date: March 10 2022

CELLULAR FORENSICS
- MOBILE / TABLET
- CALL DETAIL RECORDS
- FORENSIC EVIDENCE

UNMANNED AERIAL VEHICLES
- ACCIDENT RECONSTRUCTION
- SEARCH & RESCUE
- ACTIVE SCENE SUPPORT

GUARDIAN NETWORK
- VIDEO CAMERAS / LPR'S HIGH CRIME AREA MULTI-MEDIA DISPLAYS
- WORKSTATIONS
- REAL TIME MONITORING

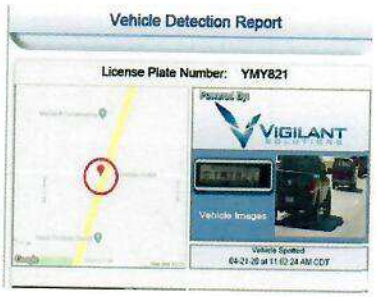
VIDEO FORENSICS
- DIGITAL VIDEO RETRIEVAL
- VIDEO ENHANCEMENT
- FORENSIC EVIDENCE

SUSPECT RECOGNITION
- AUTOMATED IDENTIFICATION
- SEARCH ALERTS / SUPPORT

ANALYTICAL TOOLKITS
- LINK / CHAIN ANALYSIS / DATA COMPRESSION – ANALYSIS - DATA MINING / MAPPING
- THREAT ASSESSMENTS
  - EMERGING, TERRORISTIC, DIGNITARY PROTECTION

The Guardian Network is Huntsville's integrated, city-wide camera system designed to protect and serve the citizens of North Alabama. The system (License Plate Readers (LPRs)) and CCTV cameras, which is shared by all of our partners, provides the NAMACC the ability to capture, analyze, and disseminate image-based intelligence to support the NAMACC Teams' predictive, reactive, and real time public safety strategy. The system also provides our team access to a national reach. Some of the team's greatest successes both regionally and nationally have come through the deployment of the LPR surveillance technology we are requesting through this grant.





LPRS provide NATIONAL REACH

MAJOR SUCCESSES

1. Armed Threat to President (Captured in VA)

2. Missing Children Returned after 2 years

3. Murder Suspect stopped in Montgomery via LPR hit.

4. Missing Person found in Chicago

Each time we incremental expand this capability, our successes increase as well. Sharing and leveraging intelligence and information, including open source analysis continues to be the key to our success. Our joint team has had successes across technologies to include those presented above, but often LPRs are the lynch pin that brings the team and the case together.

Thank you for your consideration.

Alabama Homeland Security Program
FY2020 Budget Detail Worksheet

County: Madison

Agency: Huntsville Police Department NAMACC

Grant: Combating Domestic Violence

Date: 1/24/2022

Budget # :

HS POC: Curt Worshek, Director Crime Center (NAMACC)

Signature

Category must be one of the following: Personal Protective Equipment (PPE), CBRNE Search and Rescue (SAR), Information Technology (IT), Cyber Security (SC), Interoperable Communications (Int. Op), Physical Security (PS), Terrorism Prevention (TP), Power Equipment (PE) CBRNE Logistical Support (LS), Medical Supplies and Pharmaceuticals (MED), CBRNE Response Vehicles (VEH), CBRNE Reference Materials (REF), CBRNE Detection (DET), Decon (DECON), Explosive Device Mitigation & Remediation (EDM), Agricultural Terrorism PR & M (AG), CBRNE Response Watercraft (Water), CBRNE Aviation (Air), Intervention Equipment (IE), Other Authorized Equipment (OAE), Inspection & Screening Systems (I&S)

Discipline Abbreviations: LE-Law Enforcement, EMS-Emergency Medical Services, EMA-Emergency Management, FS-Fire Services, HZ-HAZMAT, PW-Public Works, PH-Public Health, GA-Governmental Administrative, PSC-Public Safety Communications, HC-Health Care

CATEGORY	AEL Ref #	ITEM	COST EACH	QUANTITY	TOTAL	DISCIPLINE	AGENCY
(IT)	13LE-00-SURV	Equip, Law Enforcement Surveillance	$10,050.00	4	$40,200.00	LE	HPD NAMACC
					$0.00		
					$0.00		
					$0.00		
					$0.00		
					$0.00		
					$0.00		
					$0.00		
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					$0.00		
					$0.00		
					$0.00		
					$0.00		
					$0.00		
					$0.00		
Grand Total					$40,200.00		

*** Any changes to the budget requires submission of a new budget worksheet outlining the requested changes. The new budget must be attached to Project Revision form. Any changes to the budget and project requires formal approval from ALEA.**

Good afternoon,

ALEA has a new online Grants Management System (GMS) that we are using for all our awards. Your DVE award was approved for $44,000.00. Your agency has not yet registered into our system. Please log into https://grants.alabama.gov and click New User? Register Here! and register your agency and anyone within the agency that will need access to the system. Please let me know once you have finished this so I can send the award to you via this system and have you sign and accept it. Please let me know if you have any questions.

Thank you.

Robin Douglass
ALEA Programs Office

Alabama Law Enforcement Agency
P.O Box 304115
Montgomery, AL 36104
robin.douglass@alea.gov
334-676-6833 direct line
334-322-9774 work cell

State of Alabama
Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM
City of Huntsville

ADDRESS
308 Fountain Circle

CITY, STATE, ZIP
Huntsville, AL 35801

TELEPHONE NUMBER
(256) 427-5000

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD
Alabama Law Enforcement Agency

ADDRESS
PO Box 304115

CITY, STATE, ZIP
Montgomery, AL 36130-4115

TELEPHONE NUMBER
(334) 676-6833

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☑ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☑ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☑ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
AL. DEPT. HOMELAND SECURITY	4/8/20	$32,700
N.EAST AL. TRAFFIC SAFETY OFFICE	8/20/20	$9,000
AL. DEPT. ECONOMIC AND COMM. AFFAIRS	5/13/20	$500,000

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
N/A		

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
N/A			

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
Steve Raby	116 Jefferson St. STE 300, Huntsville, AL 35801

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.

Alabama Law Enforcement Agency

Financial Questionnaire

Section I. General Information

1. Subgrantee: City of Huntsville Police Department
2. Financial Officer : Penny Smith
3. Contact Person : Tamara Doyle

Subgrant Number : 2021-1LOC-DVE-04
Telephone Number : 256-427-5080
Telephone Number : 256-427-7130

The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust that accompanies the authority to expend public funds. Adequate accounting systems should meet the criteria outlined in the appropriate federal/state regulations and meet the following criteria:

(1) Accounting records should provide information needed to adequately identify the receipt of funds under each subgrant awarded and the expenditure of funds for each subgrant, for each action program and for each subgrant awarded by the State
(2) Entries in accounting reports should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
(3) The accounting system should provide accurate and current financial reporting information.
(4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

Section II. Accounting System

1. ☐ Manual ☐ Automated ☑ Combination Which best describes the accounting system?
2. ☑ Yes ☐ No Does the organization use a double entry system in accounting for program funds?
3. ☑ Yes ☐ No Does the accounting system identify the receipt and expenditures of program funds separately for each subgrant?
4. ☑ Yes ☐ No Does the accounting system provide for the recording of expenditures for each subgrant by the component project and budget cost categories shown in the approved budget?
5. ☑ Yes ☐ No Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective?
6. Does the accounting / financial system include budgetary controls to preclude incurring obligations in excess of:
   - ☑ Yes ☐ No a. Total funds available for a subgrant?
   - ☑ Yes ☐ No b. Total funds available for a budget cost category (e.g., Personnel, Travel, Operating Expense, etc.)
7. ☑ Yes ☐ No Is the organization generally familiar with the existing regulations and guidelines containing the cost principles and procedures for the determination of allowance of costs in connection with Federal contracts/grants/subgrants?

Financial Questionnaire (continued)

Subgrantee: City of Huntsville Police Department
Subgrant Number :

Section III. Fund Control

1.	☐ Yes	☑ No	Is a separate bank account maintained for subgrant funds?
2.	☑ Yes	☐ No	If Federal subgrant funds are commingled with organization funds, can the Federal subgrant funds and related costs and expenses be readily identified?
3.	☑ Yes	☐ No	Are the officials of the organization bonded?

Section IV. Additional Information

☑ Yes ☐ No — Did an independent certified public accountant (CPA) ever examine the financial statements?

1. Date of the last audit	3/25/2021		
2. Dates covered by the last audit	From 10/1/2019	to	9/30/2020
3. Date of the next audit	ongoing		
4. Dates covered by the next audit	From 10/1/2020	to	9/30/2021

Use the following space for any additional information. Indicate the section and item numbers if there is a continuation.

Section V. Applicant Certification

I certify that the above information is complete and correct to the best of my knowledge

Signature

March 10, 2022
Date

Finance Director
Title

COOPERATIVE AGREEMENT
FEMA PREPAREDNESS GRANT
TERMS AND CONDITIONS

1. Applicable Federal Regulations and Guidance: The Subrecipient, as defined in 2 C.F.R. § 200.1, must comply with the Code of Federal Regulations (C.F.R.), as applicable: 2 C.F.R. Chapter I, and Chapter II, §§ 200, 215, 220, 225, and 230. The Subrecipient agrees to use allocated funds only as approved; to comply with the terms conditions and guidelines, as stated within this agreement; to request reimbursement only for expenditures made in accordance with the "Approved Budget Detail Worksheet." Any modification to the Approved Budget Detail Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager, as designated by ALEA, prior to the execution of that modification.

2. Allowable Costs: The allowance of costs incurred under any grant shall be determined in accordance with the general principles of allowance and standards for selected costs set forth in the applicable C.F.R. referenced above. Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services.

3. Audit Requirements: The Subrecipient must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 C.F.R. § 200, Subpart F – Audit Requirements. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by the Alabama Law Enforcement Agency (ALEA) and/or any of its duly authorized representatives. If required, the audit report must specifically state that the report was done in compliance with 2 C.F.R. § 200, Subpart F – Audit Requirements. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Subrecipient has not expended the amount of federal funds that would require a compliance audit. The Subrecipient agrees to accept these requirements.

4. Non-Supplanting Agreement: The Subrecipient understands and hereby certifies that federal funds made available under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate that a reduction in non-federal resources occurred for reasons other than the receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purpose. Federal funds must supplement State and local funds, not supplant them.

5. Project Implementation: If a project is not operational within 90 days of the original starting date the Subrecipient must state in the quarterly progress report to ALEA the steps taken to initiate the project, the reasons for the delay, and the expected starting date or operational date.

6. Written Approval of Changes: Any change to this award must be mutually agreed upon and approved in writing by ALEA, prior to implementation or obligation, and shall be incorporated in written amendments to this award. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

7. Individual Consultants: Billings/Invoices for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and the total cost of services performed. Individual consultant costs must be within the prevailing rates.

8. Bidding Requirements: The Subrecipient must comply with proper competitive bidding procedures as required by 2 C.F.R. § 200, Subpart D, as applicable, applicable provisions of the Code of Alabama 1975, and applicable municipal ordinances, rules, or regulations. Failure to follow the Federal, State, and local required bidding procedures will result in purchases being ineligible for reimbursement with federal funds.

9. Personnel and Travel Costs: The Federal Emergency Management Agency (FEMA)/Department of Homeland Security (DHS) Notice of Funding Opportunity is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Subrecipient must comply with the provisions in this guide. This guide is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation *and, at no time, may the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the FEMA/DHS Notice of Funding Opportunity provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.

10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than fifteen (15) calendar days after the end of the grant period. Obligations of funds dated after the expiration of the grant period are not eligible for reimbursement.

11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the Approved Budget Detail Worksheet in order to be eligible for reimbursement. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Claims failing to meet the requirements listed in this subsection are subject to nonpayment.

12. Recording and Documentation of Receipts and Expenditures: The Subrecipient accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such source funds, and unexpended balances by source. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the FEMA Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award funds, real property, and other assets. Accounting records must be supported by source documentation such as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.

13. Financial Responsibility: The financial responsibility of the Subrecipient must be such that the Subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

    a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;

    b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;

    c. The accounting system should provide accurate and current financial reporting information;

    d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

14. Property Management Requirements:

Effective control and accountability must be maintained for all award-purchased property. The Subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Subrecipient will ensure proper use, maintenance, protection, and preservation of such property.

a. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Sub-Recipient.

b. The federal procedures for managing equipment will be the responsibility of the Subrecipient. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

c. Disposition: In accordance with 2CFR §200.313: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Sub-Grantee agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. *These vehicles may not be used for routine administration or daily operations*. The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

e. Equipment Marking: The Sub-Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

15. Performance: ALEA may terminate funding or discontinue fund payments upon finding a substantial failure to comply with the laws or regulations governing these funds, including award conditions or other obligations established by ALEA. In the event the Subrecipient has received an award from ALEA but fails to perform the requirements described herein, the full amount of the award made shall be reimbursed to ALEA; however, if the requirements described herein are partially performed, then a proportional reimbursement shall be made to ALEA.

16. De-obligation of Funds: All expenditures of award funds must be completed, and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic de-obligation of the remaining award funds by ALEA.

17. Americans with Disabilities Act of 1990 (ADA): The Subrecipient must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified, as amended, at 42 U.S.C. §§ 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all its subrecipients, contractors, subcontractors, assignees or successors.

19. Utilization of Minority Businesses: Subrecipients and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

20. Political Activity: None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

21. Debarment Certification: With the signing of the cooperative agreement, the Subrecipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form. The Subrecipient agrees to be registered and active without any exclusions within the federal database, the System for Award Management (SAM), as outlined in the FEMA/DHS Notice of Funding Opportunity Guide.

22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106). The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.

23. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

24. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.

25. Compliance Agreement: The Subrecipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.

26. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in the Approved Budget Detail Worksheets. Specific provisions are provided below:

a. Equipment Storage: Rental or leasing of space for newly acquired, allowable equipment items is permitted. Funds may be used to cover only the portion of the rental/lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.

b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is permitted. This includes the costs related to the rental of space/locations for both exercise planning and conduct.

27. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on a Subrecipient or Equipment Recipient for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the 2 C.F.R. 200, Subpart F, or other provisions of Federal Law.

b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.

c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.

d. Failure to submit reports on a semi-annual basis and as otherwise required.

e. Filing a false certification, other report or document.

f. Other good cause shown.

28. National Incident Management System (NIMS): The SAA meet the NIMS compliance requirements in order to receive Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive Homeland Security Grant Program funding.

a. The Subrecipient of Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any Subrecipient allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

29. Alabama Mutual Aid System (AMAS)Agreement: When funding is provided for AMAS related activities, the Subrecipient agrees to remain a party to the AMAS Agreement.

30. Budget Detail Worksheet (BDW):

The Subrecipient will submit a BDW to ALEA. The Subrecipient must receive ALEA's written approval of the BDW prior to obligating funds, making commitments, or purchasing any of the requested items. The Subrecipient's BDW will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises) and a valid estimate of the actual quantities and costs for the items. The BDW may only list items allowed in accordance with the FEMA/DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the FEMA AEL. Additionally, a revised BDW must be submitted for any addition or deletion of items from the original. If additions, deletions, or changes in cost total $1,000.00 or more, submission of project revision

and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. Submission of the electronic BDW is required.

31. Exercises: All exercises conducted with Homeland Security Grant Program funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), must be aligned with NIMS, the State Threat Hazard Identification and Risk Assessment (THIRA), and the priorities and capabilities identified in the Multi-year Training and Exercise Plan. The Alabama Emergency Management Agency (AEMA) serves as the single point of contact (POC) for Homeland Security and Emergency Management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP guidance, award recipients must ensure that an After-Action Report and Improvement Plan are prepared for each exercise conducted with US DHS/FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise POC and submitted with reimbursement requests.

32. Overtime and Backfill: Subrecipient must read and comply with the funding restrictions provided in Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized with the exception of Operation Stonegarden, and all requests for overtime must be coordinated in advance and approved by ALEA.

33. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, the Subrecipient must provide ALEA, the SAA, appropriate documentation required by HSGP guidance (for submission to FEMA) prior to any draw down of funds. Subrecipient must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation (EHP) Requirements for Grants. Projects which are initiated or completed before an EHP review has been approved, where HSGP funds are to be used, will not be eligible for funding.

34. Reporting Requirement: The Subrecipient agrees to submit Quarterly Reporting to ALEA, fifteen (15) days after the end of each quarter. The Subrecipient agrees to submit a Final Report thirty days (30) after the grant end date.

35. Civil Rights Act of 1964-Title VI: All Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which prohibits discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

36. Universal Identifier and System of Award Management: Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

37. SAFECOM: Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

38. National Environmental Policy Act: Recipients must comply with the requirements of the National

Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

39. Acknowledgement of Federal Funding from DHS: Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

40. USA PATRIOT Act of 2001: Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.

41. Age Discrimination Act of 1975: Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

42. Civil Rights Act of 1964 – Title VI: Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

43. Applicability of DHS Standard Terms and Conditions to Tribes: The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

44. Notice of Funding Opportunity Requirements: All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

45. Trafficking Victims Protection Act of 2000 (TVPA): Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

46. Acceptance of Post Award Changes: In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

47. Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Exec.Order No. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

48. Environmental Planning and Historic Preservation (EHP) Review: DHS/FEMA funded activities that may require an EHP review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

49. DHS Specific Acknowledgements and Assurances: All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
    1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
    2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
    3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
    4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
    5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

50. Best Practices for Collection and Use of Personally Identifiable Information: Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template 2017.pdf as useful resources respectively.

51. Civil Rights Act of 1968: Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and

advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-*i.e.*, the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

52. Debarment and Suspension: Recipients are subject to the non-procurement debarment and suspension regulations implementing Exec. Orders Nos. 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

53. Activities Conducted Abroad: Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

54. Energy Policy and Conservation Act: Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

55. Procurement of Recovered Materials: States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

56. Homeland Security Grant Program Performance Goal: In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

57. Terrorist Financing: Recipients must comply with Exec. Order No. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

58. Prior Approval for Modification of Approved Budget: Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities.

    Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

59. Hotel and Motel Fire Safety Act of 1990: In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

60. Duplication of Benefits: Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

61. Fly America Act of 1974: Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

62. Reporting of Matters Related to Recipient Integrity and Performance: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

63. Lobbying Prohibitions: Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

64. False Claims Act and Program Fraud Civil Remedies: Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

65. Federal Debt Status: All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

66. Nondiscrimination in Matters Pertaining to Faith-Based Organizations: It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

67. Disposition of Equipment Acquired Under the Federal Award: When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

68. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX: Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

69. Copyright: Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

70. Reporting Subawards and Executive Compensation: Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

71. Use of DHS Seal, Logo and Flags: Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

72. Whistleblower Protection Act: Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

73. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications: DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200 and 2 C.F.R. Part 3002.

    By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

74. Patents and Intellectual Property Rights: Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

_____

Mayor

_____

Date

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subrecipients should refer to the regulations cited below to determine the certification to which they are required to attest. Subrecipients should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (ALEA) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over $100,000, as defined by the applicable CFR, the applicant certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable 2CFR Part 180 --

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. A. DRUG-FREE WORKPLACE -- APPLICABLE TO SUBRECIPIENTS RECEIVING $50,000 OR MORE, AND ALL STATE AGENCIES REGARDLESS OF AWARD AMOUNT.

As required by the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --
   (a) The dangers of drug abuse in the workplace;
   (b) The grantee's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation and employee assistance programs, and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

_____
Mayor

_____
Date

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 accept a grant award between the City of Huntsville Police Department and the Alabama Law Enforcement Agency (ALEA), 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 "Combating Domestic Violence Extremism – Homeland Security Grant" consisting of 21 pages, and the date of March 10, 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 10th day of March, 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0224

Department: **Emergency Management**

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

Resolution authorizing the Mayor to accept an EMPG grant from the Alabama Emergency Management Agency.

Resolution No.

Ordinance No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $

Total Obligation: $115,148.00

Special Circumstances:

Grant Funded: $115,148.00

Grant Title - CFDA or granting Agency: 97.042

Resolution #: Click or tap here to enter text.

Location:

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

Additional Comments:

Fiscal year 2021 grant.

RESOLUTION NO. 22-_____

WHEREAS, the Alabama Emergency Management Agency (AEMA) wishes to provide funding for the FY2021 Emergency Management Performance Grant (EMPG) in the amount of $115,148.00 to support emergency management in Madison County; and

WHEREAS, the Huntsville-Madison County Emergency Management Agency will administer said grant.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Mayor is authorized to execute the Cooperative Agreement, on behalf of the Huntsville-Madison County Emergency Management Agency, said agreement consisting of eight (8) pages and identified as FY2021 Emergency Management Performance Grant.(EMPG)

ADOPTED this the 10th day of March, 2022.

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

APPROVED this the 10th day of March, 2022.

_____
Mayor of the City of
Huntsville, Alabama

STATE OF ALABAMA
EMERGENCY MANAGEMENT AGENCY

5898 COUNTY ROAD 41 • P.O. DRAWER 2160 • CLANTON, ALABAMA 35046-2160
(205) 280-2200 FAX # (205) 280-2495

KAY IVEY
GOVERNOR

BRIAN E. HASTINGS
DIRECTOR

February 18, 2022

MEMORANDUM

TO: All County EMA Directors

FROM: Brian Hastings, Director
Alabama Emergency Management Agency

RE: FY 2021 EMPG Cooperative Agreements

Enclosed is your FY 2021 EMPG Federal Cooperative Agreement, 21EMF, which includes 21EMS (salary supplement), as applicable. All FY 2021 EMPG Federal Cooperative Agreements should be signed by the appropriate officials, and then one copy should be returned to AEMA as soon as possible. Please read the cooperative agreement thoroughly to ensure your compliance with all guidance and requirements.

Remember that we must receive your signed cooperative agreement before any payments can be released. If you have any questions regarding requirements, please contact your AEMA Division Coordinator.

If you have any financial questions, please contact Cynthia Paradise at (205) 280-2232, Cynthia.Paradise@ema.alabama.gov. Any EMPG programmatic questions should be directed to Deborah Link, (205) 280-2223, Deborah.Link@ema.alabama.gov.

Sincerely,

Brian E. Hastings
Director, AEMA

BEH/dl
Enclosure(s)

ALABAMA EMERGENCY MANAGEMENT AGENCY (AEMA)
FY2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)
COOPERATIVE AGREEMENT (CA)

1. Subrecipient:	**Madison County EMA**
2. Effective Dates:	**10/01/2020-09/30/2021**
3. Issuing Agency:	**Alabama Emergency Management Agency, 5898 County Road 41, P.O. Drawer 2160, Clanton, AL 35046-2160**
4. FAIN:	**EMA-2021-EP-00021-S01**
5. CA Number(s):	**21EMF - $103,148.00** **21EMS - $12,000.00**
6. Local Allocation Amount:	**$115,148.00**
7. CFDA #:	**97.042**
8. Federal Award Date:	**10/01/2020**
9. Federal Award Type:	**FY2021 EMPG**

Subrecipient agrees to: (1) provide information requested by AEMA regarding the subrecipient's emergency management operation in a timely manner; (2) submit requests for reimbursement of expenditures incurred relative to this agreement using forms provided or approved by AEMA and utilize the AEMA Grants Management online portal; (3) present claims with clear and adequate supporting documentation as instructed by AEMA; (4) submit claims on a monthly basis within thirty (30) calendar days after the end of the month for which they are filed; (5) submit **all** claims relating to this grant by October 31, 2021; (6) provide information requested by AEMA concerning claimed expenditures within three (3) working days; (7) utilize funds for essential operating expenses of local EMA offices, such as salaries, benefits, supplies, maintenance of facilities, and other necessary and eligible operating costs; (8) make available to AEMA all EMPG related files and documentation for compliance monitoring and review; (9) comply with all reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance; and (10) contribute 50% of all costs submitted for reimbursement as a cash match consisting of payments made by the subrecipient.

The AEMA Director or his/her designated agent may elect to withhold, or, with a ten (10) day notice, withdraw all or part of this funding from the subrecipient for: (1) non-compliance with any portion of the terms stated, referenced, or incorporated into this agreement; (2) failure to perform appropriately in an emergency situation; or, (3) allowing the position of local EMA Director to remain vacant for more than thirty (30) days without appointment of either a new Director or an Acting Director.

Jeff Birdwell, Jeff Birdwell — 2/22/22

Local EMA Director (print name, sign, and initial each attached page) — Date

Certification by County Authorizing Official:
I certify that I understand and agree to comply with the general and fiscal provisions of this agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other applicable federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Authorizing Official as they relate to the requirements of this agreement; that costs incurred prior to award of funds may result in the expenditures being absorbed by the subrecipient; and, that the receipt of these grant funds through the subrecipient will not supplant other state or local funds budgeted for emergency management purposes.

Chief Elected Official (print name and sign) — Date

Brian Hastings, Director, AEMA — Date

AGREEMENT ARTICLES
Emergency Management Performance Grant (EMPG)

Subrecipient acknowledges and agrees to the following policies (full texts are incorporated by reference into the terms of this award) which includes the 2021 DHS Standard Terms and Conditions, which apply to all new federal financial assistance awards funded in FY 2021. These terms and conditions apply to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations:

Federal and State Funding Regulations		
Article 1	**OMB Guidance for Grants and Agreements** 2 CFR Part 200	***Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to non-Federal Entities*** The principal set of rules and regulations issued by federal agencies regarding federal funding administration. Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (CFR) Part 200, and adopted by USDHS at 2 CFR Part 3002.10.
Article 2	**Duplication of Benefits** 2 CFR Part 200, Subpart E The 2021 DHS Standard Terms and Conditions	***Duplication of Benefits*** Any cost allocable to a particular federal financial assistance award provided for in 2 CFR Part 200, Subpart E, may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article 3	**Judicial Administration of Federal Grants and Agreements** 28 CFR Chapter I	***Judicial Administration*** Subrecipients are required to comply with the Department of Justice requirements for grants and cooperative agreements to state and local governments. Part 18 Administrative Review Procedure. Part 20 Criminal Justice Information Systems. Part 22 Confidentiality of Identifiable Research and Statistical Information. Part 23 Criminal Intelligence Systems Operating Policies. Part 63 Floodplain Management and Wetland Protection Procedures.
Article 4	**Universal Identifier and System of Award Management** 2 CFR Part 25, Appendix A	***System for Award Management*** Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements.
Article 5	**Policies for Federal Credit Programs and Non-Tax Receivables** OMB Circular A-129	***Federal Debt Status*** Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.
Article 6	**Alabama Constitution of 1901, Article XI § 213**	***State of Alabama Debt*** Prohibits any commitments by subrecipient from constituting a debt of the State of Alabama.
Article 7	**Nonprocurement Debarment and Suspension** 2 CFR Part 3000, Subpart C	***Debarment/Suspension*** Restricts federal financial assistance awards, subawards, and contracts with certain parties that are debarred,

Initial

	2 CFR Part 180	suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. The debarment and suspension procedures are intended to prevent waste, fraud, and abuse in procurement and non-procurement actions. Debarment and suspension of an organization or individual excludes that company or individual from doing business with the Federal Government or those funded by it.
Article 8	**Hatch Act** 5 USC 1501, et seq.	***Partisan Political Activity*** None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise violate the provisions of the "Hatch Act."
Article 9	**Byrd Anti-Lobbying Amendment** 31 USC § 1352	***Lobbying*** None of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 10	**Alabama Act 2016-312**	***Boycotting*** Prohibits Alabama governmental bodies from entering into contracts with commercial entities that participate in boycotts against nations or business organizations that Alabama citizens can otherwise trade with (members of the World Trade Organization or other countries with which the United States has free-trade agreements).
Article 11	**Reporting Subawards and Executive Compensation** 2 CFR Part 170, Appendix A	***Reporting Subawards and Executive Compensation*** Subrecipients are required to comply with the requirements set forth on Reporting Subawards and Executive Compensation. Requires the full disclosure to the public of all entities or organizations receiving federal funds.
Article 12	**Acknowledgement of Federal Funding from DHS** The 2021 DHS Standard Terms and Conditions	***Funding Acknowledgement*** Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 13	**DHS Specific Acknowledgements and Assurances** The 2021 DHS Standard Terms and Conditions	***Access to Records*** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
Article 14	**Disaster Recovery Act of 2018**	***Audits/Internal Reviews*** Subrecipient acknowledges and agrees that no language in this agreement is intended to prohibit audits or internal reviews by AEMA, the FEMA Administrator, or the Comptroller General of the United States.
Article 15	**False Claims Act and Program Fraud Civil Remedies** 31 USC § 3729-3733 **Administrative Remedies for False Claims and Statements** 31 USC Chap 38 § 3801-3812	***False/Fraudulent Claims*** Prohibits the submission of false or fraudulent claims for payment to the federal government. Subrecipient is liable for making false claims and/or statements and subject to the remedies under this law.
Article 16	**Non-Supplanting Requirement** The 2021 DHS Standard Terms and Conditions	***Supplanting***

Initial

		Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 17	**Best Practices for Collection and Use of Personally Identifiable Information** The 2021 DHS Standard Terms and Conditions	***Personally Identifiable Information*** Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.
Article 18	**Copyright** 17 USC § 401 or 402	***Copyright*** Subrecipients must affix the applicable copyright notices and an acknowledgement of US Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 19	**Bayh-Dole Act** 35 USC § 200 et seq. 37 CFR Part 401 37 CFR § 401.14	***Patents and Intellectual Property Rights*** Subrecipients are subject unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards.
Article 20	**Use of DHS Seal, Logo, and Flags** The 2021 DHS Standard Terms and Conditions	***Logo Use*** Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 21	**Closed-Captioning of Public Service Announcements** 47 USC 611	***Closed Captioning*** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
	Personnel/Workplace Requirements	
Article 22	**Federal Drug-Free Workplace Act of 1988** Public Law 100-690 41 USC § 8101-8106 2 CFR Part 3001 Subpart B 2 CFR Part 182 § 5152-5158	***Drug-Free Workplace*** Subrecipients must comply with drug-free workplace requirements.
Article 23	**Davis-Bacon Act** 40 USC 3141-3144 and 3146-3148 29 CFR Part 5	***Fair Wages*** Requirement for paying the local prevailing wages on public works projects for laborers and mechanics. Applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair of public buildings or public works.
Article 24	**Copeland Anti-Kickback Act** 18 USC § 874 40 USC § 3145 29 CFR Part 3	***Fair Wages*** Gives workers on covered federal contracts the right to receive the full pay to which they are entitled for the work they perform. Protects workers on covered contracts from payroll deductions that are not explicitly permitted under DOL's regulations or otherwise approved by DOL.
Article 25	**Contract Work Hours and Safety Standards Act** 29 CFR Part 5.5(b)	***Work Hours and Safety Standards*** Federal law that covers hours and safety standards in construction contracts. Applies to federal service contracts and federal and federally assisted construction contracts worth over $100,000 and requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay

Initial

		for all hours worked over 40 in a workweek. Also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects.
Article 26	**Federal Leadership on Reducing Text Messaging while Driving** Executive Order 13513	***Text Messaging*** Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives described in Section 3(a) when on official government business or when performing any work for or on behalf of the federal government.
Article 27	**Whistleblower Protection Enhancement Act** Public Law 112-199 10 USC § 2324 10 USC § 2409 41 USC § 4304 and 4310 41 USC § 4712	***Whistleblower Protection*** Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable). Retaliatory personnel action against any employee or applicant because of disclosure of information by that employee or applicant is prohibited.
Article 28	**Civil Rights Act of 1964, Title VI**	***Discrimination: Civil Rights*** No person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. ***Discrimination: Limited English Proficiency*** Prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.
Article 29	**Civil Rights Act of 1968** Public Law 90-284	***Discrimination: Civil Rights*** Prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex.
Article 30	**Age Discrimination Act of 1975** Public Law 94-135	***Discrimination: Age*** Prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 31	**Education Amendments of 1972, Equal Opportunity in Education Act, Title IX** Public Law 92-318	***Discrimination: Sex/Gender*** Provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance.
Article 32	**Americans with Disabilities Act of 1990, as amended (ADA), Titles I, II, and III,** Public Law No. 101-336	***Discrimination: Disability*** Prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 33	**Section 504, Rehabilitation Act of 1973 (Handicapped)** Public Law 93-112	***Discrimination: Handicapped*** No otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 34	**Equal Employment Opportunity** Executive Order 11246	***Discrimination: Equal Employment*** Prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated without regard to their race, color, religion, sex, sexual

Initial

		orientation, gender identity, or national origin during employment.
Article 35	**Nondiscrimination in Matters Pertaining to Faith-Based Organizations** 6 CFR Part 19	***Discrimination: Faith-Based Organizations*** Ensures the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements and other applicable statues, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.
Procurement/Inventory Requirements		
Article 36	**Appropriations Act** Public Law 103-333 § 507	***Procurement: American Products*** To the extent practicable, all equipment and products purchased with federal funds should be American made.
Article 37	**John S. McCain National Defense Authorization Act for Fiscal Year 2019** Public Law 115-232 § 889(b) FEMA Policy #405-143-1: Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services 2 CFR 200.216	***Procurement: Prohibited Products*** Prohibits the procurement of telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
Article 38	**Solid Waste Disposal Act** **2007 CPG-The EPA Comprehensive Procurement Guideline Program** Public Law 89-272 § 6002 Resource Conservation and Recovery Act Public Law 94-580 40 CFR Part 247	***Procurement: Recovered and Recycled Materials*** The Resource Conservation and Recovery Act requires procuring agencies to buy recycled-content products designated by EPA in the CPG. Requirements include procuring items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The government's "buy recycled" program seeks to stimulate the demand for products made with recovered materials. Preference is for purchasing recycled materials where practicable. ***Materials Use/Environmental Impact*** The Act encourages the use of materials recovered through recycling, and thereby help to reduce the amount of waste that must be disposed of and associated environmental impacts.
Article 39	**Disposition of Equipment Acquired Under the Federal Award** 2 CFR 200.313	***Equipment/Inventory*** When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment.
Article 40	**SAFECOM Guidance for Emergency Communications Grants**	***Communications*** Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Environmental Impact/Safety Requirements		
Article 41	**Energy Policy and Conservation Act** Public Law 94-163	***Energy Efficiency*** Subrecipients must comply with the requirements of this Act, which contains policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 42	**National Environmental Policy Act of 1969 (NEPA)** Public Law 91-190	***Environmental*** Requires subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 43	**Clean Air Act** 42 USC chapter 85	***Air Quality Standards*** A comprehensive federal law that regulates air emissions from stationary and mobile sources. Establishes air quality standards to protect public health and public welfare and to regulate emissions of hazardous air pollutants.
Article 44	**Federal Water Pollution Control Act** Public Law 92-500	***Water Pollution Control*** Provides for water pollution control activities, regulates discharges of pollutants into the waters of the United States, and regulates quality standards for surface waters.
Article 45	**Hotel and Motel Fire Safety Act of 1990** Public Law 101-391	***Fire Prevention*** Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines.
Article 46	**USA PATRIOT Act of 2001** Public Law 107-56	***Terrorism*** Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001. Section 817 expands the biological weapons statute.
Article 47	**Terrorist Financing** Executive Order 13224	***Terrorist Financing*** Prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance.
Article 48	**Trafficking Victims Protection Act of 2000 (TVPA)** Public Law 106-386 21 USC 7104	***Human Trafficking*** Subrecipients must comply with the requirements of the government-wide financial assistance award term that prohibits human trafficking and requires reporting of human trafficking.
Article 49	**Fly America Act of 1974** Public Law 93-623	***Air Travel*** Subrecipients must comply with preference for US Flag Air Carriers (air carriers holding certificates under 49 USC section 41102) for international air transportation of people and property to the extent that such service is available.
Article 50	**Activities Conducted Abroad** The 2021 DHS Standard Terms and Conditions	***Activities Conducted Abroad*** Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Program Guidance		
Article 51	**FEMA Notice of Funding Opportunity (NOFO) Requirements and AEMA EMPG Program Guidance**	***Programmatic Guidance*** Subrecipients must comply with all applicable requirements set forth in the FEMA NOFO and AEMA EMPG Program Guidance, which are incorporated here by reference in these award terms and conditions.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0225

Department: **Emergency Management Agency**

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

Resolution authorizing the Mayor to execute an agreement with the City of Madison for transfer of grant funds.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $24,079.60

Total Obligation: $24,079.60

Special Circumstances:

Grant Funded: $66,398.80

Grant Title - CFDA or granting Agency: Alabama Law Enforcement Agency 2021-FIL-007

Resolution #: 22-63

Location:

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

Additional Comments:

Grant funded no matching funds required.

RESOLUTION NO. 22-_____

BE IT RESOLVED by the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and the City of Madison, 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, DBA, Huntsville-Madison County Emergency Management Agency and the City of Madison, Alabama, a municipal corporation in the State of Alabama" consisting of a total of four (4) pages, and the date of __March 10, 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 __10th___ day of _March , 2022.

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

APPROVED this the _10th___ day of __March_, 2022.

_____
Mayor of the City of
Huntsville, Alabama

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, DBA THE HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY AND THE CITY OF MADISON, ALABAMA FOR THE TRANSFER OF GRANT FUNDS

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT

THIS AGREEMENT is entered into on this the 10th day of March, 2022, by and between the HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY (hereinafter "EMA"), the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation in the State of Alabama, (hereinafter "City") and the CITY OF MADISON, ALABAMA (hereinafter "MADISON").

WHEREAS, EMA has entered into the following grants or cooperative Agreements in furtherance of preparing emergency services to respond to acts of terrorism and other emergencies that threaten the public's safety and to enhance the capacity for emergency services within the State of Alabama:

> A grant having been made to the Huntsville-Madison County EMA as approved by City of Huntsville, adopted January 27, 2022 for $66,398.80 (2021-FIL-007) to be used to support AMAS teams throughout the North Alabama region; and

WHEREAS EMA wishes to distribute up to $24,079.60 (2021- FIL-007) of said funds to MADISON for its support of heavy rescue.

WITNESSETH

NOW THEREFORE, for and in consideration of the promises and mutual covenants hereinafter set forth, and for other good and valuable consideration hereinafter provided, the parties do hereby agree as follows:

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

Date: _____

1. EMA and the City agree to pay MADISON a total of up to $24,079.60 from 2021-FIL-007 contingent upon EMA and the City receiving the funds for such award from the Alabama Law Enforcement Agency and MADISON performing its obligations under this Agreement.

2. MADISON shall use the said funds to provide for training and equipment for a regional team.

3. Title to any equipment purchased shall revert to EMA if MADISON ceases to use said equipment for the purposes detailed in this Agreement.

4. MADISON agrees to assist and cooperate with EMA in providing all documentation required by the Alabama Law Enforcement Agency to ensure compliance with the terms and conditions of the above referenced contract between the Alabama Law Enforcement Agency and EMA.

5. MADISON shall complete all expenditures under this agreement and submit all invoices therefore no later than the ending date(s) of the grant, including extensions and submit all invoices to the Director of EMA for reimbursement.

6. MADISON shall be solely responsible for payment of all state, federal, and local taxes in connection with payments made by EMA and the City pursuant to this Agreement.

7. Unless self-insured, MADISON is obligated to obtain sufficient liability insurance coverage (as well as worker's compensation coverage, if required by law) for the benefit of its agents and/or employees. MADISON waives any and all rights to recovery from the City and EMA for any injuries that MADISON (and/or its agents and/or employees) may sustain while performing services under the above referenced grant and/or this Agreement.

8. MADISON, to the fullest extent permitted by law, shall indemnify and hold harmless EMA and the City of Huntsville, their elected and appointed officials, employees, and agents against all claims, damages, losses, and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from any acts performed by any employee or agent employed by Madison, including but not limited to (1) any claim for injury and/or death of such employee; and (2) any claim, 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 which is caused by any act or omission of such employee or agent.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Alabama.

10. This Agreement contains the entire agreement of the parties and there are no other promises or conditions whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

11. All modifications or amendments to this Agreement must be in writing and executed by all parties.

13. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. This Agreement shall become effective upon its execution.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

CITY OF HUNTSVILLE, ALABAMA
A municipal corporation

By:_____
Tommy Battle
ITS: Mayor

ATTEST:

By:_____
Kenneth Benion
City of Huntsville Clerk-Treasurer

THE HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY

By:_____

Date:_____

ATTEST:

_____

CITY OF MADISON, ALABAMA

By:_____

ITS:

ATTEST:

_____

By:
Its:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0226

Department: Administration

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Jeff White Photography.

Resolution No.

Finance Information:

Account Number: 1000-10-10200-515370-00000000

City Obligation Amount: NTE $15,000.00

Total Obligation: 15,000.00

Special Circumstances:

Grant Funded: No

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:

CONSULTING AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE
AND JEFF WHITE
d/b/a JEFF WHITE PHOTOGRAPHER

STATE OF ALABAMA)
COUNTY OF MADISON)

CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND JEFF WHITE d/b/a JEFF WHITE PHOTOGRAPHER

THIS AGREEMENT is made and entered into on the _____ day of _____, 2022, by and between Jeff White d/b/a Jeff White Photographer, ("White") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (the "City"),

WITNESSETH:

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. White shall provide professional services as a Consultant to the City Administration and shall provide professional photographic services for promotion and branding materials for digital and print media. White acknowledges that the City from time to time desires to seek copyright registration protection for certain works of authorship created by the City, and to which White may make contributions in the form of copyrightable works of authorship. White agrees to assign, and hereby does assign, to the City, all right, title, and interest including all copyright rights, in and to any works of authorship he delivers to the City under this contract. To the extent White desires the right to thereafter use said works, the City hereby provides to White a royalty-free, non-exclusive, license to subsequently use, copy, and distribute, said works.

2. White is hereby contracted as an independent contractor and shall have no authorization to incur any debt or obligation on behalf of the City nor shall he be entitled to any benefits of any kind while working for the City. White is not deemed an employee of the City. During the term of this agreement, White shall report to and receive task assignments from the Director of the City's Communication Office.

3. The term of this contract shall be for a period of one year commencing on April 29, 2022 and continuing through April 28, 2023.

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

5. The City shall pay White the rate of Twenty-five Dollars ($25.00) per hour for work performed pursuant to this agreement. White shall invoice the City monthly for payment for services rendered pursuant to this Agreement and shall itemize the cost for each task. The City will remit payment to White in a timely manner upon its receipt of an invoice. The total

amount paid to White pursuant to this agreement shall not exceed Fifteen Thousand Dollars ($15,000.00). Additional assignments above and beyond the scope of this contract will be priced separately pursuant to agreement between the parties. Because White shall act in the capacity of an independent contractor, the City will not withhold from payments to be made to him any sums for income tax, unemployment insurance, social security, or any other tax or withholding. White expressly acknowledges and agrees that he is solely responsible for the payment of all income and other taxes for sums received by him pursuant to this Agreement.

6. White shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by him 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 White when he is performing the services set forth in this agreement.

7. White acknowledges that confidential information in the way of financial practices, internal activities and operations, may be made available to him in connection with his work pursuant to this agreement. White agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this agreement.

8. This agreement constitutes the entire agreement between the parties.

9. This agreement shall be governed by the laws of the State of Alabama. Venue of any action to enforce the terms of this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

10. White shall be responsible for providing all services, supplies, instruments of service, and facilities necessary for performing the task assignments and shall be compensated as set forth herein.

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

JEFF WHITE d/b/a JEFF WHITE PHOTOGRAPHER

_____

Jeff White d/b/a Jeff White Photographer

CITY OF HUNTSVILLE, ALABAMA

ATTEST: a municipal corporation

By:_____
Kenneth Benion
ITS: Clerk-Treasurer

BY:_____
Tommy Battle
ITS: Mayor

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between The City of Huntsville and Jeff White Photographer which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a Consulting Agreement between the City of Huntsville and Jeff White Photographer consisting of three (3) pages with the date of March 10, 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 10th day of March 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0227

Department: Administration

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and 4Ward Media.

Resolution No.

Finance Information:

Account Number: 1000-10-10200-515370-00000000

City Obligation Amount: NTE $20,000.00

Total Obligation: $20,000.00

Special Circumstances:

Grant Funded: No

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:

CONSULTING AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE
AND 4 WARD MEDIA PRODUCTIONS, LLC

STATE OF ALABAMA)
COUNTY OF MADISON)

CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND 4 WARD MEDIA PRODUCTION, LLC

THIS AGREEMENT is made and entered into on the _____ day of _____, 2022, by and between 4 Ward Media Productions, LLC, ("4 Ward"), an Alabama limited liability company, and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (the "City"),

WITNESSETH:

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. 4 Ward shall provide services as a Consultant to the City Administration and shall provide videography services. The scope of services to be performed by 4 Ward shall include the following:

> 4 Ward will provide videography support services under the oversight, direction and editorial control of the City's Communications Office. Task assignments will be given on an "as needed" basis in writing. The City of Huntsville shall retain the sole right to the use, publication and trademark for the works or products created by 4 Ward pursuant to this agreement. 4 Ward acknowledges that the City from time to time desires to seek copyright registration protection for certain works of authorship created by the City, and to which 4 Ward may make contributions in the form of copyrightable works of authorship. 4 Ward agrees to assign, and hereby does assign, to the City, all right, title, and interest including all copyright rights, in and to any works of authorship it delivers to the City under this contract. To the extent 4 Ward desires the right to thereafter use said works, the City hereby provides to 4 Ward a royalty-free, non-exclusive, license to subsequently use, copy, and distribute, said works

2. 4 Ward is hereby contracted as an independent contractor and 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 March 16, 2022 and continuing through March 15, 2023.

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

5. The City shall pay 4 Ward the rate of Forty Dollars ($40.00) per hour for work performed pursuant to this agreement. When each task assignment is made, 4 Ward, shall provide a written not-to-exceed (NTE) estimated price to the City's Director of Communications within three work days, in order to establish the estimated cost of design services for that particular task. The NTE amount is subject to the approval of the City's Director of Communications. This estimated NTE price shall not be exceeded for the task unless approved in advance by the City's Director of Communications. 4 Ward shall invoice the City monthly for payment for services rendered pursuant to this Agreement and shall itemize the cost for each task. The City will remit payment to 4 Ward in a timely manner upon its receipt of an invoice. The total amount paid to 4 Ward pursuant to this agreement shall not exceed Twenty Thousand Dollars ($20,000.00). Additional assignments above and beyond the scope of this contract will be priced separately pursuant to agreement between the parties.

6. 4 Ward shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by it 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.

7. 4 Ward acknowledges that confidential information in the way of financial practices, internal activities and operations, may be made available to it in connection with work performed pursuant to this agreement. 4 Ward agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this agreement.

8. This agreement constitutes the entire agreement between the parties.

9. This agreement shall be governed by the laws of the State of Alabama. Venue of any action to enforce the terms of this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

10. 4 Ward shall be responsible for providing all services, supplies, instruments of service, and facilities necessary for performing the task assignments and shall be compensated as set forth herein.

[SIGNATURE PAGE TO FOLLOW.]

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

4 WARD MEDIA PRODUCTIONS, LLC

_____

By:

Its:_____

CITY OF HUNTSVILLE, ALABAMA

a municipal corporation

ATTEST:

By:_____

Kenneth Benion

ITS: Clerk-Treasurer

BY:_____

Tommy Battle

ITS: Mayor

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between The City of Huntsville and 4Ward Media which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a Consulting Agreement between the City of Huntsville and 4Ward Media consisting of three (3) pages with the date of March 10, 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 10th day of March 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0228

Department: Administration

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Amanda Elliott.

Resolution No.

Finance Information:

Account Number: 1000-10-10200-515370-00000000

City Obligation Amount: NTE $20,000.00

Total Obligation: $20,000.00

Special Circumstances:

Grant Funded: No

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:

STATE OF ALABAMA)
COUNTY OF MADISON)

CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND AMANDA ELLIOTT

THIS AGREEMENT is made and entered into on the _____ day of _____, 2022, by and between Amanda Elliott, ("Elliott") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (the "City"),

WITNESSETH:

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Elliott shall provide services as a Consultant to the City Administration and shall provide professional graphic design support services for promotion and branding materials for digital and print media. The scope of services to be performed by Elliott shall include the following:

> Elliott will provide professional graphic design support services under the oversight, direction and editorial control of the City's Communication Office. Task assignments will be given on an "as needed" basis in writing. The City of Huntsville shall retain the sole right to the use, publication and trademark for the works or products created by Elliott pursuant to this agreement. Elliott acknowledges that the City from time to time desires to seek copyright registration protection for certain works of authorship created by the City, and to which Elliott may make contributions in the form of copyrightable works of authorship. Elliott agrees to assign, and hereby does assign, to the City, all right, title, and interest including all copyright rights, in and to any works of authorship she delivers to the City under this contract. To the extent Elliott desires the right to thereafter use said works, the City hereby provides to Elliott a royalty-free, non-exclusive, license to subsequently use, copy, and distribute, said works

2. Elliott is hereby contracted as an independent contractor and shall have no authorization to incur any debt or obligation on behalf of the City nor shall she be entitled to any benefits of any kind while working for the City. Elliott is not deemed an employee of the City. During the term of this agreement, Elliott shall report to and receive task assignments from the Director of the City's Communication Office.

3. The term of this contract shall be for a period of one year commencing on April 29, 2022 and continuing through April 28, 2023.

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

5. The City shall pay Elliott the rate of Seventy-five Dollars ($75.00) per hour for work performed pursuant to this agreement. When each task assignment is made, Elliott, shall provide a written not-to-exceed (NTE) estimated price to the City's Director of Communications within three work days, in order to establish the estimated cost of design services for that particular task. The NTE amount is subject to the approval of the City's Director of Communications. This estimated NTE price shall not be exceeded for the task unless approved in advance by the City's Director of Communications. Elliott shall invoice the City monthly for payment for services rendered pursuant to this Agreement and shall itemize the cost for each task. The City will remit payment to Elliott in a timely manner upon its receipt of an invoice. The total amount paid to Elliott pursuant to this agreement shall not exceed Twenty Thousand Dollars ($20,000.00). Additional assignments above and beyond the scope of this contract will be priced separately pursuant to agreement between the parties. Because Elliott shall act in the capacity of an independent contractor, the City will not withhold from payments to be made to her any sums for income tax, unemployment insurance, social security, or any other tax or withholding. Elliott expressly acknowledges and agrees that she is solely responsible for the payment of all income and other taxes for sums received by her pursuant to this Agreement.

6. Elliott 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 Elliott when she is performing the services set forth in this agreement.

7. Elliott acknowledges that confidential information in the way of financial practices, internal activities and operations, may be made available to her in connection with her work pursuant to this agreement. Elliott agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this agreement.

8. This agreement constitutes the entire agreement between the parties.

9. This agreement shall be governed by the laws of the State of Alabama. Venue of any action to enforce the terms of this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

10. Elliott shall be responsible for providing all services, supplies, instruments of service, and facilities necessary for performing the task assignments and shall be compensated as set forth herein.

[SIGNATURE PAGE TO FOLLOW.]

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

_____
Amanda Elliott

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

ATTEST:

By:_____
Kenneth Benion
ITS: Clerk-Treasurer

BY:_____
Tommy Battle
ITS: Mayor

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between The City of Huntsville and Amanda Elliott which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a Consulting Agreement between the City of Huntsville and Amanda Elliott consisting of three (3) pages with the date of March 10, 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 10th day of March 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0229

Department: Fire & Rescue

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

Resolution authorizing the Mayor to enter into a professional services agreement between the City of Huntsville and Don Howard Studios for the design of digital art depicting Huntsville Fire and Rescue's bicentennial history.

Resolution No.

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:

RESOLUTION NO. 22- _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized to enter into an Agreement, by and between the City of Huntsville, a municipal corporation in the State of Alabama, and Don Howard Studios, which said Agreement is attached hereto and identified as "Agreement between the City of Huntsville and Don Howard Studios" for professional services to design digital art depicting the history of Huntsville Fire and Rescue in celebration of our Bicentennial consisting of five (5) pages and the date of March 10th, 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 10th day of March 2022

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

APPROVED this the 10th day of March 2022

_____
Mayor of the City of Huntsville,
Alabama

PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF HUNTSVILLE AND DON HOWARD d/b/a DON HOWARD STUDIOS

STATE OF ALABAMA)
)
COUNTY OF MADISON)

This Agreement is made this 10TH day of March 2022, between Don Howard d/b/a Don Howard Studios (hereinafter referred to as "DHS"), and the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter referred to as "City").

RECITALS

WHEREAS, the City of Huntsville's Fire and Rescue Department is the oldest municipal fire department in the state of Alabama and was established by the state in 1822; and

WHEREAS, in celebration of this Bicentennial event, Huntsville Fire and Rescue Department has a requirement to design and install a mural to depict the history of the department to display at our training academy; and

WHEREAS, Huntsville is the home to an extraordinary artist with international fame who specializes in the type of art design Huntsville Fire and Rescue Department is seeking to document our Bicentennial history; and

WHEREAS, the City desires to retain DHS to provide art design services under the terms of this Agreement;

WITNESSETH

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

1.0 Scope of Work

1. Huntsville Fire and Rescue Department will supply a detailed timeline denoting particular events (fires, major upgrades in equipment and special commemorative events) to DHS. DHS would need to receive all reference material within thirty (30) days of signing the agreed upon contract.

2. DHS will take all gathered reference material and design and develop a one-quarter scale black and white pencil drawing of the project. This pencil drawing will then be submitted to denoted representatives of Huntsville Fire and Rescue Department for review with approval requested fifteen (15) days after receipt. Upon approval of submitted artwork, the final colorization process will begin.

3. Once the completed artwork for this historical mural has been delivered to the designated printer, DHS will provide whatever assistance is necessary to ensure a smooth and successful installation.

4. DHS Timeline

   a) Gathering of reference material: Must be provided to DHS thirty (30) days after contract signing for completion of this stage.

   b) The design, development and submission of pencil artwork for approval by Huntsville Fire and Rescue Department: The pencil artwork will be submitted sixty (60) days after the signing of the Project Contract. This milestone is contingent upon timely receipt of reference material noted in a) above.

   c) The completion and delivery of digitized final color artwork: The final artwork will be delivered sixty (60) days or less from receipt of approval of the pencil artwork from Huntsville Fire and Rescue Department. Risk of loss shall remain with DHS until final acceptance of the artwork by the City.

5. Total cost of the finished digitized artwork - $4,800

   DHS requests:

   a) A down payment of $2,000 to be paid upon the signing of the mural contract

   b) The balance of $2,800 to be paid upon completion and delivery of the digitized artwork to the mural printer. We believe this is a more than fair compensation for our efforts.

2.0 The term of this Agreement shall be Sixty (60) days commencing on March 14th, 2022 and continuing through May 13th, 2022.

3.0 In the performance of this work it is understood between the parties that DHS 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. DHS shall have no authority to obligate the City to any indebtedness or other obligation.

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

DON HOWARD STUDIOS
CONTACT: Dorothy Howard

MAILING ADDRESS:
2400 Garden Park Drive, NW
Huntsville, Alabama 35810

PHYSICAL ADDRESS:
2400 Garden Park Drive, NW
Huntsville Alabama

HUNTSVILLE FIRE AND RESCUE
CONTACT: Chief Howard W. McFarlen

MAILING ADDRESS:
P O Box 308
Huntsville, Alabama 35804

PHYSICAL ADDRESS:
2110 Clinton Avenue W
Huntsville Alabama 35805

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

6.0 This contract shall be effective on the date this Agreement is executed by the last party to execute it.

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

8.0 This agreement may be terminated by either party without cause prior to the completion of the project upon thirty (30) days written notice of the intent to terminate to the other party. Notice to terminate shall be given to the City by written notification mailed to the contact in Section 5.0 herein. Notice to terminate shall be given to DHS by written notification mailed to the contact in Section 5.0 herein. In the event of such termination without cause, DHS 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 DHS 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, DHS shall promptly submit the City its invoice for final payment.

9.0 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.

10.0 The failure of the City to insist in one or more instances upon the performance of any term of this Contract is not a waiver of the City's right to future performance of such terms, and DHS's obligations for future performance of such shall continue in effect.

11.0 If DHS persistently fails or refuses to perform the work in accordance with this contract, the City may order DHS to stop the work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that work be resumed. In such event, DHS shall immediately obey such order.

12.0 It will not be necessary for DHS to procure and maintain 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 DHS, it agents, representatives, employees or subcontractors. All work related to the fulfillment of this Contract will be produced by DHS in his Studio.

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

14.0 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 DHS.

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

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

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

18.0 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

19.0 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

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

21.0 The reports, drawings, specifications and other documents or things prepared by DHS for the Project shall become and be the sole property of the City. DHS shall be permitted to retain copies thereof for its records and for its future professional endeavors.

22.0 DHS 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 City. Subject to the provisions of the immediately preceding sentence, the City and DHS, 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.

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

24.0 The City may, at any time by written order, make changes within the general scope of this contract in any one or more of the following:

1. Description of the services to be performed;
2. Time of performance;
3. Place of Performance.

If any change causes an increase or decrease in the fixed sum amount or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the City shall make an equitable adjustment in the fixed sum amount or delivery schedule or other affected terms and shall modify the contract accordingly. DHS must assert its right to an adjustment under this clause within 14 calendar days from the date of receipt of the written order.

25.0 DHS shall obtain the City's written consent before placing any subcontract for furnishing any of the work called for in this contract. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract terms or conditions, acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve DHS of any responsibility for performing this contract.

26.0 The services performed by DHS pursuant to this agreement will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.

27.0 In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement

28.0 DHS, including its officers, employees, agents, and any other personnel providing services through DHS pursuant to this agreement agree to hold all materials and information both for any proposal and for any contract services with the City in the strictest confidence, and to take all necessary steps to assure and maintain the security of any information, test materials or other materials received, used, or developed pursuant to this contract.

29.0 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.

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

DON HOWARD d/b/a DON HOWARD STUDIOS

Attest:

By : _____
Don Howard

CITY OF HUNTSVILLE
A Municipal Corporation in the State of Alabama

Attest:

_____ By: _____

Kenneth Benion — Its: Clerk-Treasurer

Tommy Battle — Its: Mayor

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0230

Department: Community Development

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

Resolution authorizing the Mayor to approve and submit the 2021 Annual Action Plan to the U.S. Department of Housing and Urban Development for HOME & CDBG funding.

Resolution No.

Finance Information:

Account Number: N/A

City Obligation Amount: $ 0

Total Obligation: $ 0

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: HOME & CDBG

Resolution #: N/A

Location:

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

Additional Comments:

Resolution No. 2022_____

WHEREAS, THE National Affordable Housing Act of 1990, as amended, requires that those cities which participate in certain federally funded housing programs have an approved Five-Year Consolidated Plan to include One-Year Action Plans; and,

WHEREAS, in order to receive Community Development Block Grant, HOME, and competitive grant funds, the City is required to submit a plan covering a five-year period and a plan covering a one-year period to the U.S. Department of Housing and Urban Development. The One-Year Action Plan identifies the amount of Community Development Block Grant (CDBG) and HOME funds that will be available and the specific activities that will be undertaken during the HUD fiscal year 2021 program;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, that the Mayor of the City of Huntsville be authorized, requested, and directed to submit the "2021 Annual Action Plan", a summary which is attached, to the U.S. Department of Housing and Urban Development, and to act in connection with submission and to provide such additional information as may be required on behalf of the City of Huntsville, A municipal corporation in the State of Alabama. The document identified as the "The City of Huntsville's 2021 Annual Action Plan" consisting of a four (4) page attached summary with the date March 10, 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 10th day of March, 2022

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

APPROVED this the 10th day of March, 2022

_____
Mayor of the City of City of Huntsville, Alabama

City of Huntsville
2021 Annual Action Plan Summary

The following document is a summary of the City of Huntsville's 2021 Annual Action Plan. The full document may be found at https://www.huntsvilleal.gov/residents/neighborhoods/housing/fair-housing/.

The City of Huntsville's 2021 Action Plan is the product of a collaborative, strategic process that spans community partners, service providers, non-profit housing developers, housing authorities, internal divisions/departments, and the input of our citizens. The City of Huntsville Department of Community Development has worked extensively to identify community development needs and establish goals that align funding streams, community priorities and city initiatives. This plan highlights many of the efforts to maximize and leverage the City's block grant allocations with other resources to build healthy and sustainable communities.

AP-15 Expected Resources – 91.220(c)(1,2)

The City of Huntsville receives CDBG and HOME Entitlement funds that enable the City to direct important resources toward its low-mod income neighborhoods, households, and individuals through various programs as outlined below. The table below shows the annual funding amounts allocated to each program area. The narrative demonstrates how these funds will leverage other resources in the community. The 2021 AAP provides a means by which HUD can ensure proper and efficient use of resources. By requiring the AAP, HUD not only has an opportunity to review for appropriate use of funds but also has a benchmark document by which performance can be evaluated. The discussion of available resources is a brief analysis of proposed allocations and strategies for monitoring appropriate use of CDBG and HOME funds and is presented in a manner to make the process understandable to members of the public.

Expected Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amt Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin,Planning Economic Development Housing Public Improvements Public Services	1,413,368	15,000	270,944	1,699,312	4,240,104	N/A

President of the City Council of the City of Huntsville, Alabama
Date: March 10, 2022

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amt Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	746,709	462,254	414,928	1,623,891	2,240,127	N/A

Table 1 - Expected Resources – Priority Table

AP-35 Projects – 91.220(d)

The City and partners are collaborating to fully address needs with limited funding and resources. To address the lack of resources, the City will continue to engage with community development organizations, housing providers, housing developers, service providers, community councils, City departments, local businesses, residents, and other stakeholders to develop strategies for increasing impacts and meeting gaps in services.

Projects

#	Project Name	Subrecipient/Partner	Funding Amount	Funding Source
1	Family Services Center, Inc. (New Construction Program)	Family Services Center, Inc.	$400,000	HOME
2	Habitat for Humanity, Inc. (New Construction Program)	Habitat for Humanity	$388,000	HOME
3	CHDO-Family Services Center, Inc.	Family Services Center, Inc.	$237,335	HOME
4	Multi-Family Housing Program	TBA	$477,660	HOME
5	HOME Administration	Community Development	$120,896	HOME
6	City of Huntsville Deferred Home Maintenance Repair Program (DHMRP)	City of Huntsville	$450,883	CDBG

#	Project Name	Subrecipient/Partner	Funding Amount	Funding Source
7	CASA Weatherization Homebound Program	CASA	$10,000	CDBG
9	Public Facilities	City of Huntsville	$375,000	CDBG
10	Clearance	HHA	$250,000	CDBG
12	Fair Housing/Public Engagement & Citizen Participation Program	Community Development	$2,500	CDBG
13	AL Non-Violent Offenders (Public Services Program)	ANVOO	$15,500	CDBG
14	Boys & Girls Club (Public Services Program)	Boys & Girls Club	$165,505	CDBG
15	Harris Home for Children (Public Services Program)	Harris Home for Children	$15,500	CDBG
16	Village of Promise (Public Services Program)	Village of Promise	$15,500	CDBG
17	CDBG Administration	Community Development	$283,173	CDBG
18	HATCH (Economic Development Program)	HATCH	$115,751	CDBG

Table 2 - Project Information

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Huntsville will provide CDBG and HOME funding to activities which benefit low to moderate income persons throughout the City. Much of the funding from the CDBG and HOME programs are available for use City-wide with emphasis on target and emerging areas. Some funding is available according to individual benefit, and/or area benefit. The numbers below are strictly estimates.

Geographic Distribution

Target Area	Percentage of Funds
City of Huntsville	10
Lakewood	10
Edmonton Heights	10
Meadow Hills	10
Lowe Mill	5
Lincoln Village	10
Colonial Hills	10
Archer Park	5
Calvary Hills	10

Target Area	Percentage of Funds
Terry Heights	10
Hillendale	10

Table 3 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

These areas represent some of the oldest communities within Huntsville. Social and economic data extracted from the census bureau, to include physical elements of these areas support the rational for deeming them target and/or emerging areas. Some key statistics for each are:

- Terry Heights (Census tract 12): Population-2,751; Median Family Income-$13,198; Percent of Families in Poverty-53.3%
- Lowe Mill Village (Census tract 21): Population-3,495; Median Family Income-$20,114; Percent of Families in Poverty-33%
- Meadow Hills (Census Tract 3.01): Population 3,945; Median Family Income-$34,909; Percent of Families in Poverty-18.2%
- Edmonton Heights (Census Tract 2.01): Population 760; Median Family Income-$26,711; Percent of Families in Poverty-33.7%

Common characteristics among these areas are:

- Higher percentages of households living below poverty; higher percentages of female headed households living below poverty
- Lower median incomes/over 50% of population are low/moderate income; lower per capita incomes
- Larger decline in median family income; higher percentage of unemployed

Resolution No. 2022_____

WHEREAS, THE National Affordable Housing Act of 1990, as amended, requires that those cities which participate in certain federally funded housing programs have an approved Five-Year Consolidated Plan to include One-Year Action Plans; and,

WHEREAS, in order to receive Community Development Block Grant, HOME, and competitive grant funds, the City is required to submit a plan covering a five-year period and a plan covering a one-year period to the U.S. Department of Housing and Urban Development. The One-Year Action Plan identifies the amount of Community Development Block Grant (CDBG) and HOME funds that will be available and the specific activities that will be undertaken during the HUD fiscal year 2021 program;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, that the Mayor of the City of Huntsville be authorized, requested, and directed to submit the "2021 Annual Action Plan", a summary which is attached, to the U.S. Department of Housing and Urban Development, and to act in connection with submission and to provide such additional information as may be required on behalf of the City of Huntsville, A municipal corporation in the State of Alabama. The document identified as the "The City of Huntsville's 2021 Annual Action Plan" consisting of a four (4) page attached summary with the date March 10, 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 10th day of March, 2022

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

APPROVED this the 10th day of March, 2022

_____
Mayor of the City of City of Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0231

Department: Community Development

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Habitat for Humanity of the River Valley for the construction of two new houses located at 6221 Maywick Drive and 6304 Menifee Drive.

Resolution No.

Finance Information:

Account Number: 515520

City Obligation Amount: $ 0

Total Obligation: $ 0

Special Circumstances:

Grant Funded: $197,000.00

Grant Title - CFDA or granting Agency: HUD - HOME

Resolution #: 18-365

Location:

Address: 6221 Maywick Drive and 6304 Menifee Drive
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Resolution No. 2022-_____

WHEREAS, the City of Huntsville, Alabama received grants from the United States Department of Housing and Urban Development, hereinafter referred to as HUD, whereby certain funds were provided to the City under the provisions of the HOME Investments Partnership Act, as amended; and,

WHEREAS, HABITAT FOR HUMANITY OF THE RIVER VALLEY, an Alabama nonprofit corporation, has met all requirements of the Act regarding its status as a DEVELOPER; and,

WHEREAS, the City desires to engage HABITAT FOR HUMANITY OF THE RIVER VALLEY, to provide certain services under provisions of the Act.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an agreement with HABITAT FOR HUMANITY OF THE RIVER VALLEY, said agreement being substantially similar in words and figures to that document identified as "AGREEMENT BETWEEN HABITAT FOR HUMANITY OF THE RIVER VALLEY AND THE CITY OF HUNTSVILLE, ALABAMA FOR THE USE OF HOME INVESTMENT PARTNERSHIP FUNDS FOR AFFORDABLE HOUSING AT 6221 MAYWICK DRIVE and 6304 MENIFEE DRIVE" consisting of twenty-three (23) pages, including Exhibits A and B, with the signature of the Council President or President Pro tem, and the date March 10, 2022 appearing on the margin of the first page, a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 10th day of March, 2022

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

APPROVED this the 10th day of March 2022

_____
Mayor of the City of Huntsville, Alabama

Resolution No. 2022-_____

WHEREAS, the City of Huntsville, Alabama received grants from the United States Department of Housing and Urban Development, hereinafter referred to as HUD, whereby certain funds were provided to the City under the provisions of the HOME Investments Partnership Act, as amended; and,

WHEREAS, HABITAT FOR HUMANITY OF THE RIVER VALLEY, an Alabama nonprofit corporation, has met all requirements of the Act regarding its status as a DEVELOPER; and,

WHEREAS, the City desires to engage HABITAT FOR HUMANITY OF THE RIVER VALLEY, to provide certain services under provisions of the Act.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an agreement with HABITAT FOR HUMANITY OF THE RIVER VALLEY, said agreement being substantially similar in words and figures to that document identified as "AGREEMENT BETWEEN HABITAT FOR HUMANITY OF THE RIVER VALLEY AND THE CITY OF HUNTSVILLE, ALABAMA FOR THE USE OF HOME INVESTMENT PARTNERSHIP FUNDS FOR AFFORDABLE HOUSING AT 6221 MAYWICK DRIVE and 6304 MENIFEE DRIVE" consisting of twenty-three (23) pages, including Exhibits A and B, with the signature of the Council President or President Pro tem, and the date March 10, 2022 appearing on the margin of the first page, a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 10th day of March, 2022

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

APPROVED this the 10th day of March 2022

_____
Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA)

COUNTY OF MADISON)

AGREEMENT BETWEEN HABITAT FOR HUMANITY OF THE RIVER VALLEY AND THE CITY OF HUNTSVILLE, ALABAMA FOR THE USE OF HOME INVESTMENT PARTNERSHIP FUNDS FOR AFFORDABLE HOUSING AT 6221 MAYWICK DRIVE AND 6304 MENIFEE DRIVE

THIS AGREEMENT, entered into this the 10th day of March, 2022, by and between the City of Huntsville, Alabama, a municipal corporation, hereinafter referred to as the CITY, and, Habitat for Humanity of the River Valley, an Alabama nonprofit corporation, the DEVELOPER, hereinafter referred to as the DEVELOPER.

NOW, THEREFORE, for consideration as hereinafter provided, the parties hereto do mutually agree as follows:

PART I

I. PROJECT DESCRIPTION. The DEVELOPER shall provide affordable housing that will involve homeownership opportunities for low and moderate-income families that meet HOME program income eligibility criteria. The City shall provide a total of **$197,000.00** in HOME funds for activities associated with the program. Funds shall be expended as described in Part I, Section V of this Agreement.

II. PROJECT LOCATION. All records related to the DEVELOPER shall be maintained at the DEVELOPER office located at 400 Pratt Avenue Northwest Huntsville, Alabama 35801.

III. SERVICES TO BE PROVIDED. The DEVELOPER shall, in a satisfactory and proper manner, as determined by the Community Development Department (CDD) of the City of Huntsville, perform the following services:

A. The DEVELOPER will provide for the administration and oversight of its project that includes acquisition, new construction and/or acquisition and rehabilitation for a homeownership program for low-income families.

President of the City

Council

City of Huntsville, Alabama
Date: March 10, 2022

B. The CITY will provide funds for the construction of (2) two three-bedroom homes for a low and moderate income families. The houses will be located at 6221 Maywick Drive and 6304 Menifee Drive, within the City limits of Huntsville, AL and the CITY will provide a maximum of **$197,000.00** in HOME funds for this purpose.

IV. TIME OF PERFORMANCE. All activities to be undertaken by the DEVELOPER will be undertaken beginning on March 10, 2022. All activities utilizing HOME funds, other than monitoring activities which continue for the duration of the affordability periods, will be completed by March 10, 2025. All documentation shall be completed no later than March 10, 2025.

The DEVELOPER shall perform according to the following schedule:

Program Element	**Deadline**
• Execute Contract for Project	March 10, 2022
• Project Start Date	March 10, 2022
• Project Homeownership Sale Started	March 10, 2022
• Pre-construction Conference	March 17, 2022
• Construction Completion Date	March 10, 2025
• Project Homeownership Completed	March 17, 2025
• Monitoring Period	5-15 years for each home in accordance with the applicable affordability period as calculated per home sale.

This schedule is subject to change by mutual agreement of both parties executed in writing and signed by a duly authorized representative of each entity.

V. **COMPENSATION AND METHOD OF PAYMENT:**

The City shall pay and the DEVELOPER agrees to accept funding not to exceed $197,000.00 (One hundred ninety-seven thousand dollars and 00/100) depending on funding availability *(hereinafter "Grant")* for performance under this Agreement, as follows:

A. Based on the approved budget, partial payments shall be made upon presentation of (i) purchase agreements and invoices, and/or (ii) other source documents. Payments

will be made on a reimbursement basis for eligible expenses actually incurred by the DEVELOPER.

B. All payments under this agreement are subject to receipt by the City of sufficient federal funds for the HOME Investment Partnership program. HOME Investment Partnership funds shall be drawn from the U.S. Treasury by the City through the Integrated Disbursement and Information System (IDIS). The City shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the City as approved by HUD. Any termination, reduction or delay of receipt of HOME Investment Partnership funds to the City shall, at the option of the City, result in the termination, reduction or delay of HOME Investment Partnership funds to the DEVELOPER.

C. Funds provided to the DEVELOPER shall be deposited within 10 business days from the date of disbursement to the DEVELOPER by the City.

D. The Home funds disbersed pursuant to this Agreement shall be utilized as follows:

	6221 Maywick Dr	**6304 Menifee Dr**
Two 3-bedroom Homes		
Construction	83,630.17	83,630.17
Contingency	2022.00	2022.00
Total Construction	85,652.17	85,652.17
Developer Fee 15%	12,847.83	12,847.83
Total Project Costs	**98,500.00**	**98,500.00**
Total Contract Costs	**$197,000.00**	

COST CATEGORY

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
515520	**New Construction**	**$197,000.00**
	TOTAL	**$197,000.00**

* Cost associated with but not limited to construction, liability insurance, utilities, appraisals, real estate fees, legal fees, consultants, professional services, surveys, demolition and any other cost associated with creation of housing units are reimbursable expenses for the agency until execution of sales contract to homeowner.

E. Any pre-development costs will be considered eligible costs provided the costs are incurred no more than 90 days before the contract is executed.

VI. FEDERAL FUNDS. It is mutually understood by the parties hereto that this contract is subject to the continued availability of federal funds and no other funds of the City of Huntsville will be made available for funding this Agreement.

VII. REQUESTS FOR DISBURSEMENT FUNDS. The DEVELOPER may not request disbursement of funds under this agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

PART II
HOME FUNDING -TERMS, CONDITIONS, REQUIREMENTS

CITY and DEVELOPER hereby agree:

I. **GENERAL TERMS AND CONDITIONS:**

A. The DEVELOPER agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this contract. Said HOME regulations are published in 24 CFR Part 92. In the event of any conflict between this agreement and applicable laws and regulations governing the HOME funds and the use of the HOME funds, the applicable HOME program laws and regulations shall govern. Each and every provision of law, regulation or clause required by law to be inserted in this agreement shall be as though it were included herein. The DEVELOPER agrees to enter into any modifications of this

Agreement reasonably required by the CITY to attain compliance with the requirements of the HOME program.

B. The City shall have no responsibility or liability for the maintenance, operation or program funding not outlined in this contract for the DEVELOPER.

C. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The DEVELOPER shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the DEVELOPER is an independent contractor.

D. During the period of this Agreement, effective as of the start of the Project, the DEVELOPER shall, as a reimbursable expense, procure and maintain all-risk property damage and liability insurance. For the term of this agreement, the DEVELOPER shall list the City, its employees, and elected and appointed officials as additional insured's on said property insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance, and shall provide coverage of not less than $250,000 bodily injury per person, $500,000 bodily injury per occurrence, and $100,000 property damage. Proof of insurance shall be shown to the City by furnishing a copy of the certificate of insurance issued by an insurance company licensed to do business in the State of Alabama. The certificate of insurance shall include a statement guaranteeing that the insurance company shall notify the Community Development Coordinator within 30 days of the lapse of said policy. The DEVELOPER shall provide Workers' Compensation Insurance coverage as required by Alabama law for all employees involved in the performance of this contract.

E. Amounts paid pursuant to this Agreement shall be secured by a deed restriction and where appropriate, a mortgage as shown in Exhibit "A" attached hereto.

F. In the event the DEVELOPER discontinues the provision of affordable housing as funded under this Agreement prior to the expiration of the affordability period of this Agreement, the value of the pro-rated portion of real and personal property (tangible and intangible) secured with the HOME Investment Partnership funds under this Agreement shall revert to the City. If the property has been disposed of, then the City will be reimbursed in the amount of the current fair market value of the property less any portion of the fair market value attributable to non-City HOME Investment Partnership funds. (Personal property includes, but is not limited to, equipment, furnishings, and vehicles.) Upon expiration of this agreement, the DEVELOPER must transfer to the CITY

any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

G. All housing assisted with HOME Investment Partnership funds shall be constructed in compliance with the property standards defined in 24 CFR 92.251(a) (1),(2) &(3), and any locally enforceable housing standards, laws, codes, ordinances, and zoning ordinances of the City. The housing must meet the accessibility requirements in the regulations referenced in 24 CFR Part 8 which implement Section 504 of Rehabilitation Act of 1973 (29 U.S.C. 794) and the design and construction requirements at 24 CFR 100.205 which implement the Fair Housing Act (42 U.S.C. 3601-3619).

H. DEVELOPERS that receive HOME Investment Partnership funds shall maintain records indicating that an inspection of the housing was performed and at a minimum a Certificate of Occupancy was provided for each assisted property.

I. All projects shall adhere to the project requirements found in Subpart F of 24 CFR Part 92, as applicable with the type of project assisted.

J. The Developer shall provide affordable homeownership housing for a minimum period of affordability beginning from the time each home is sold to an eligible occupant. All housing for acquisition by a family must meet the affordable housing requirements set forth in 24 CFR 92.254. According to HOME regulations, housing assisted with HOME Investment Partnership funds shall have a deed restriction placed upon it at the time of sale, requiring adherence to the occupancy restriction of 24 CFR 92.254. The Deed Restriction approved by the City of Huntsville for use for homes sold pursuant to this Agreement is set forth as Exhibit "A" attached hereto and incorporated by reference into this Agreement. Such deed restriction contains the Affordability Period table and the applicable recapture requirements of 24 CFR 92.254 (a)(5)(ii) and shall be included in the purchase and sales agreement and deed in all sales transactions to eligible homeowners. With the concurrence of the City concerning the amounts of the HOME subsidy for each home sold as part of the Project, the Developer shall complete this Deed Restriction for inclusion in all home sales transactions. The Affordability period for each home sold shall be determined by the amount of HOME funded assistance provided to reduce the home selling price from appraised value to one of affordability (affordability subsidy) for people at income levels of 80% or less of Huntsville's median income. If down payment assistance will be provided, that amount will be added to total amount of affordability period.

K. Monitoring by the Developer for compliance shall continue for the entire period of
affordability for each home sold.

L. The DEVELOPER must comply with the requirements of 24 CFR 92.353 with regards to the displacement, relocation, and acquisition in order to minimize the displacement of persons as a result of this HOME assisted project.

M. Any publicity given to the project herein concerned shall recognize the City of Huntsville and the U.S. Department of Housing and Urban Development.

II. **PERFORMANCE AND REPORTING:**

A. The DEVELOPER shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the City of Huntsville, Alabama, Community Development Office within a reasonable timeframe.

B. Until the completion of the Project and expenditure of all HOME Investment Partnership funds disbursed under this Agreement, the DEVELOPER shall submit quarterly reports describing progress of the project activities. This report will be due 10 (ten) days after the end of each quarter, based upon the fiscal year (October 1 to September 30)

C. DEVELOPER shall provide the City with a Certified Statement of the Expenditure of Funds disbursed under this Agreement each fiscal year.

D. DEVELOPERS that receive HOME Investment Partnership funds for homeowner assistance shall maintain records of determination of each homeowner's eligibility and eligibility as a family at the time the household(s) receive the assistance.

E. For projects with a HOME grant or loan of $500,000 or more (including all funding sources), an audit report which discloses the expenditure of HOME Investment Partnership funds allocated for this Project, shall be submitted in accordance with 2 CFR part 200.

F. No reporting requirements for City HOME funds shall extend beyond the final annual report that is due on November 1, in the last year of the affordability period.

III. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

A. The DEVELOPER shall promptly furnish the City or HUD with any financial records, statements, other records, data and information as the City or HUD may reasonably request pertaining to this Agreement.

B. During the term of this Agreement, any time during normal business hours, the DEVELOPER shall make available and accessible to the City, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of the DEVELOPER'S records in order to permit examination of any books,

documents, papers, audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.

C. The DEVELOPER shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement for a period of five (5) years after the termination of this Agreement.

D. All audit findings, reports, studies, and any other information or data prepared or assembled by the DEVELOPER under the terms of this agreement are confidential in nature, and the DEVELOPER agrees that they shall not be made available to any individual or organization, other than to a an agent of the United States Government, without the prior written approval of the City.

E. Additional guidelines for reports and retention of records are set forth in Exhibit "B" of this Agreement which is attached hereto.

IV. **ADMINISTRATIVE REQUIREMENTS:**

A. Financial Management

1. Accounting Standards The DEVELOPER agrees to comply with 2 CFR part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. At a minimum the DEVELOPER'S financial management systems shall provide for:

   a. Accurate, current and complete disclosure of the financial results of each federally sponsored project or program in accordance with the reporting requirements. When a Federal sponsoring DEVELOPER requires reporting on an accrual basis, the DEVELOPER shall not be required to establish an accrual accounting system but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.

   b. Records that identify adequately the source and application of funds for federally sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

   c. Effective control over and accountability for all funds, property and other assets. DEVELOPERS shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

   d. Comparison of actual outlays with budget amounts for each grant or other

agreement. Whenever appropriate or required by Federal sponsoring DEVELOPER, financial information should be related to performance and unit cost data.

e. Procedures to minimize the time elapsing between the receipt of funds from the City by CDD and the disbursement by the DEVELOPER within two (2) working days.

f. Procedures for determining the reasonableness, and if costs are allowable in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.

g. Accounting records that are supported by source documentation.

h. Examinations in the form of audits or internal audits. Such audits shall be made by qualified individuals who are sufficiently independent of those who authorize the expenditure of Federal funds, to produce unbiased opinions, conclusions or judgments. They shall meet the independence criteria along the lines of Chapter 3, Part 3 of the U.S. General Accounting Office publication, and Standards for Audit of Governmental Organizations, Programs, Activities and Functions. These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the agreements.

2. Cost Principles. The DEVELOPER shall administer its program in conformance with *2 CFR part 200, "Cost Principles for For-Profit Organizations*," for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The DEVELOPER shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

a. Records providing a full description of each activity undertaken;
b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance;
c. Records documenting compliance with the fair housing and equal opportunity components of the HOME program; and
d. Financial records as required by 2 CFR part 200.

2. Client Data

The DEVELOPER shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, signed verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

3. National Objectives and Eligibility

The DEVELOPER agrees to maintain documentation demonstrating the activities carried out with funds provided under this contract benefit low income persons, as defined in 24 CFR Part 92.216 and/or 92.217.

4. Additional guidelines for documentation and record-keeping are set forth in Exhibit "B" attached hereto.

C. Procurement

1. Compliance

In accordance with 24 CFR 92.350, the DEVELOPER shall comply with the federal requirements set forth in 24 CFR 5.105. These requirements include nondiscrimination and equal opportunity, disclosure requirements, debarred, suspended or ineligible contractors, and drug free workplace, and are applicable to all participants in the HOME program.

2. Standards

The DEVELOPER shall procure services and materials in accordance with the requirements of 2 CFR Part 200.317 – 200.326. Copies of said regulations are provided and by execution of this Agreement, the DEVELOPER acknowledges their receipt.

D. Amendments

The City and DEVELOPER may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations.

E. Uniform Administrative Requirements.

The DEVELOPER shall comply with the requirements of 2 CFR part 230 and the following requirements of 24 CFR: Part 84: 84.2, 84.5, 84.13 through 84.16, 84.21, 84.22, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73.

V. **NON-DISCRIMINATION and AFFIRMATIVE MARKETING:**

No person shall be excluded from or denied the benefits of the DEVELOPER'S service on the basis of age, race, color, religion, creed, national origin, sex, marital status, disability, gender identity or sexual orientation. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by the DEVELOPER. The DEVELOPER shall comply with the affirmative marketing and minority outreach requirements set forth in 24 CFR 92.351.

VI. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

VII. **EQUAL EMPLOYMENT OPPORTUNITY and FAIR HOUSING:**

The DEVELOPER certifies that it is an "Equal Opportunity Employer" and that it will comply with all applicable regulations of the U.S. Department of Housing and Urban Development pertaining to equal opportunity and affirmative action in employment. Further, the DEVELOPER shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements. In addition, DEVELOPERS shall comply with all provisions of 24 CFR 92.350.

VIII. **SECTION 3:**

Contractors retained by the DEVELOPER shall adhere to the following Section 3 requirements and provide reports as required by HUD. The DEVELOPER agrees to comply with Section 3 requirements, the requirements under 24 CFR 24 92.350, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are Developers of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their

execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

D. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

E. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

IX. **W/MBE:**

The DEVELOPER will use its best efforts to afford minority and women-owned business enterprises [at least fifty-one (51) percent owned and controlled by minority group members or women] the maximum practicable opportunity to participate in the performance of this Agreement.

X. **LABOR:**

New construction projects funded under the HOME Investment Partnership program that contain more than 12 (twelve) units shall comply with the labor provisions outlined in 24 CFR 92.354. The DEVELOPER agrees to adhere to said provisions and will not use suspended or debarred contractors and will abide by 24 CFR 92.357.

XI. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

The DEVELOPER shall assist the City in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Alabama.

XII. **LEAD-BASED PAINT POISONING PREVENTION:**

The DEVELOPER shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations there under (24 CFR 92.355) insofar as they apply to the performance of this Agreement. Each home completed pursuant to this Agreement must meet, prior to the closing of the sale of the property, the lead based paint requirement in 24 CFR Part 35, subparts, A,B,J, K,M, and R.

XIII. **TERMINATION OF AGREEMENT FOR CAUSE:**

In accordance with 24 CFR 85.43, if the DEVELOPER fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the DEVELOPER violates any of the terms, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement in whole or in part by giving written notice to the DEVELOPER of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. The City shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied within said 30-day period. In the event of such termination, the DEVELOPER shall promptly repay to the City the full loan amount or that portion of the amounts that have been disbursed to the DEVELOPER prior to such termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the DEVELOPER under the terms of this Agreement shall, at the option of the City, become the property of the City.

XIV. **TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the City and the DEVELOPER shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, the DEVELOPER shall promptly repay to the City the full grant amount or that portion of the amount which has been disbursed to the DEVELOPER prior to such termination.

XV. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

A. No federal funds appropriated under this contract shall be paid, by or on behalf of the DEVELOPER, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency 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 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 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, the DEVELOPER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The DEVELOPER shall require that the language of this certification be included in the award documents for all Developers and that all Developers shall certify and disclose accordingly.

D. The DEVELOPER agrees to comply with the provisions of 24 CFR 92.356 which forbids any owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, developer or sponsor) whether private, for-profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) from occupying a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

E. The DEVELOPER shall maintain a code or standards of conduct that shall govern the performance of its officers, employees, consultants or agents engaged in the awarding and administration of contracts using Federal funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his knowledge, he or his immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The DEVELOPER'S officers, employees, consultants or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the DEVELOPER'S officers, employees, consultants, or agents.

XVI. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as HOME funded. In addition, the DEVELOPER will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XVII. **ASSIGNABILITY:**

The DEVELOPER shall not assign or transfer any interest in this Agreement without the prior written approval of the City. Any assignment made without such consent shall be

void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

XVIII. **HOLD HARMLESS PROVISION:**

The DEVELOPER shall indemnify, defend and hold harmless the City, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of the DEVELOPER'S employees or agents during the performance of this Agreement.

XIX. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

XX. **LIMITATIONS OF CITY LIABILITY - DISCLAIMER OF RELATIONSHIP:**

The City shall not be liable to the DEVELOPER, or to any party, for completion of or failure to complete any improvements which are part of the Project. Nothing contained in this Agreement, nor any act or omission of the City or the DEVELOPER, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of the DEVELOPER'S involvement with the City.

XXI. **Contractual Noncompliance.** Noncompliance with any and/or all part(s) of this contract, grant, loan or agreement, as determined by the City may result in the disallowance of costs thereby requiring the immediate payback of Federal funds by the DEVELOPER to the City within 30 days of such written determination. This requirement applies not only to the period of the contract, grant, loan or agreement but also for a period of five (5) to ten (10) years pursuant to the "Period of Record Retention" requirements.

XXII. **Maximum per-unit subsidy amount.** The amount of HOME funds that the DEVELOPER may invest on a per-unit basis in affordable housing may not exceed the per-unit dollar limits established by HUD under 24 CFR § 221.514 (b) (1) and (c) for elevator-type projects, involving nonprofit mortgagors, insured under section 221 (d) (3) of the National Housing Act that apply to the area in which the housing is located.

XXIII. **Definitions.**

A. DEVELOPER - an entity, whether public or private, which has the responsibility for administering a project or activity under the terms of Title II

Cranston-Gonzalez National Affordable Housing Act of 1990, and which is a party to this agreement.

B. CDD - The City of Huntsville, Alabama, a municipal Corporation, acting by and through the Community Development Division.

C. CONTRACTOR - an entity, other than a DEVELOPER (except as noted in the Labor Standards provisions) that furnishes to the City or to a DEVELOPER services (other than standard commercial supplies, office space, office space, or printing services).

D. HUD - The Secretary of Housing and Urban Development or a person authorized to act on his behalf.

E. PROGRAM – Home Investment Partnership Program approved by HUD and as amended from time to time.

F. CITY - The City of Huntsville, Alabama, a municipal Corporation, including its elected and appointed officials, employees, or designated agents thereof.

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.

IN WITNESS THEREOF, the City and the DEVELOPER have executed this Agreement on this the 10th day of March, 2022.

THE CITY OF HUNTSVILLE, ALABAMA

DATE: _____

_____
Tommy Battle,
Mayor
City of Huntsville, Alabama

ATTEST:

_____
Kenneth Benion, City Clerk Treasurer
City of Huntsville, Alabama

HABITAT FOR HUMANITY
OF THE RIVER VALLEY

DATE:_____ _____

Its: Authorizing Official

ATTEST:

_____

Exhibit "A"

Deed Restriction

It is understood and agreed that federal HOME funds in the amount of _____have been provided by the City of Huntsville, Alabama through Habitat for Humanity of the River Valley (AGENCY) to assist in the purchase and conveyance of the Property that is the subject of this real property transaction in order to make the Property available for low-income families as affordable housing. Federal regulations, set forth in 24 CFR 92.254 require that this housing must be acquired by a homebuyer whose family qualifies as a low-income family and the housing must be the principal residence of the homebuyer throughout the period of affordability. Additionally, recapture provisions are required pursuant to 24 CFR 92.254 (a) (5) (ii) for the purchase and sale agreement and to be included as a deed restriction to ensure that the City of Huntsville, Alabama recoups all or a portion of the HOME assistance provided to the home purchaser, if the housing does not continue to be the principal residence of the home purchaser for the duration of the period of affordability. The minimum period of affordability is determined in accordance with the following table based on the total amount of HOME funding subsidy provided and subject to recapture:

AFFORDABILITY PERIOD of **HOME FUNDS used for affordability subsidy**	
<$15,000	5 years
$15,000 - $40,000	10 years
>$40,000	15 years

In accordance with 24 CFR 92.254 (a)(5) (ii) (A)(2), during the applicable Period of Affordability, the amount to be recaptured may be reduced by the City of Huntsville, Alabama, on a pro rata basis for the time the purchaser homeowner has owned and occupied the subject housing measured against the affordability period.

During the Period of Affordability Habitat for Humanity of the River Valley (AGENCY) and the City of Huntsville, Alabama must receive prior written notification of any sale, refinancing, or foreclosure that occurs with regards to the Property.

In the event of a sale of the Property during the Period of Affordability, an amount equal to a pro rata share of HOME subsidy funds, reduced proportionately for every year of the Period of Affordability the qualifying homeowner owned the Property, shall be repaid to the City of Huntsville, Alabama from any net gain realized upon the sale of the Property after deduction for sales expenses in accordance with 24 CFR 92.254 (a) (5) (ii) (A) (3).

In the event of a refinancing of the Property during the Period of Affordability, cash out refinances are unallowable. Any refinancing must be limited to the balance of the first mortgage.

In the event of a foreclosure of the Property during the Period of Affordability, the City of Huntsville, Alabama may receive the "net proceeds" up to the original amount of the HOME funding subsidy. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs. At the sole discretion of the City of Huntsville, Alabama the net proceeds may be shared in accordance with the provisions of 24 CFR 92. 254 (a)(5)(ii)(A)(3).

The provisions of this "deed restriction" are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of the Purchaser/Grantee homeowner who may acquire any right, title, or interest in or to the Property, or any part thereof. The Purchaser/Grantee, its successors, heirs, and assigns do hereby agree and covenant to abide by and fully perform the provisions of this restriction and do hereby join into, executes, and accepts delivery of the deed of conveyance to evidence its obligation to abide by the obligations and restrictions set forth herein.

The pro rata basis for the properties addresses and is set forth as:

_____
HOME Funds Amount

_____
Period of Affordability

Habitat for Humanity of the River Valley

By:_____
Its: Authorizing Official

6221 Maywick Drive and 6304 Menifee Drive
Address

Exhibit "B"

1. REPORTS, REPORT CONTROL, AND CONTROL INFORMATION**.**

A. REPORT CONTROL. Reports related to this project will be maintained by the DEVELOPER as a permanent, separate, identifiable file subject to periodic audits by the City through its Community Development Division (CDD), the Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives.

B. FORMS. All forms bearing a Community Development Form Number (Community Development Division Forms) will be provided by the CDD.

C. REPORTS CONTROL PERSONNEL. Upon execution of this contract, the DEVELOPER shall designate those members of the DEVELOPER staff who will be totally responsible to the CDD for DEVELOPER reports. All DEVELOPER contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.

D. PENALTY FOR REPORT DEFICIENCIES AND DELINQUENCIES. The CDD will inventory and examine DEVELOPER reports prior to each request for Community Development funds, being especially mindful to report completeness. Release of all funds under this contract is contingent upon satisfactory DEVELOPER reporting under the terms of this contract. The CDD shall respond to any report deficiency of delinquency with a letter citing the applicable report deficiency or delinquency.

E. GENERAL REPORT PROVISIONS.

1. Data requirements, reporting format, and submission times will be specified by the CDD for all reporting.

2. From time to time, as the CDD may determine, data in addition to that

specifically required of the DEVELOPER in support of planning and/or evaluation.

3. The CDD will make the final determination regarding delinquent of deficient reports, and generally, regarding any matter of report provisions where interpretation may be required.

4. No exception will be made to any part of these report provisions unless the exception is made in writing by the CDD.

5. Non-compliance with these provisions regarding reporting will be considered sufficient cause for termination of contract.

F. SALE OF PROPERTY

Habitat will retain amortized payments for the sales price of this property. The City of Huntsville will record a deed restriction equal to the amount of HOME funds invested. The affordability amount and period will be in accordance with HUD regulations.

2. Project & Financial Records/Record Retention.

The DEVELOPER shall maintain all records required by the federal regulations specified in 24 CFR Part 92.508 that is pertinent to the activities funded under this agreement. Such records shall include as a minimum but are not limited to:

A. Project Records/Financial Records.

(i) A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and the units or tenants assisted with HOME funds.

(ii) The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.

(iii) Records demonstrating that each rental housing or homeownership project meets the maximum per-unit subsidy amount of 24 CFR 92.205 (c), the maximum per unit subsidy amount of 24 CFR 92.205 (a), and the subsidy layering guidelines adopted in accordance with 92.250(b).

(iv) Records demonstrating that each project meets the property standards of 24 CFR 92.251 and the lead based paint requirements of 24 CFR 92.355.

(v) Records demonstrating that each family is income eligible in accordance with 24 CFR 92.203.

(vi) Records demonstrating that each tenant-based rental assistance project meets the written tenant selection policies and criteria of 24 CFR 92.209 (c) including the tenant preference requirements, the rent reasonableness requirements, HQS inspection reports, and calculation of the HOME subsidy.

(vii) Records demonstrating that each rental housing project meets the affordability and income targeting requirements for the required period. Records must be kept for each family assisted.

(viii) Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing comply with the refinancing guidelines in 24 CFR 206 (b).

(ix) Records demonstrating that each lease for a tenant receiving tenant-based assistance and for an assisted rental housing unit complies with the tenant and participant protection requirements of 24 CFR 92.253. Records must be kept for each family.

(x) Records demonstrating that the purchase price or estimated value after rehabilitation for each homeownership housing project does not exceed 95 percent of the median purchase price for the area. The records must demonstrate how the estimated value was determined.

(xi) Records demonstrating that each homeownership project meets the affordability requirements 24 CFR 92.254 for the required period.

(xii) Records concerning the tenant participation plan required by 24 CFR 92.303.

(xiii) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME funds.

(xiv) Documentation of actions undertaken to meet the requirements of 24 CFR Part 135 which implements section 3 of the Housing Development Act 1968, as amended (12 U.S.C. 1701u).

(xv) Documentation of the actions the DEVELOPER has taken to affirmatively further fair housing.

(xvi) Affirmative marketing and MBE/WBE records demonstrating compliance with 24 CFR 92.351.

(xvii) Records demonstrating compliance with the requirements regarding displacement, relocation, and real property acquisition, including project occupancy lists identifying the name and address of all persons occupying the real property on the date moving into the property on or after the date and occupying the property upon completion of the project.

(xviii) Records demonstrating compliance with the labor requirements 24 CFR 92.354 including contract provisions and payroll records.

(xix) Records demonstrating compliance with the lead-based paint requirements.

(xx) Records supporting exceptions to the conflict of interest prohibition.

(xxi) Records demonstrating compliance with the applicable uniform administrative requirements required by 24 CFR 92.505.

(xxii) Records demonstrating compliance with this Agreement.

(xxiii) Records demonstrating the use of funds for CHDO operating expenses and demonstrating compliance with the requirements of 24 CFR 92.208 and 92.300.

(xxiv) Records demonstrating compliance with any environmental review requirements.

(xxv) Records indicating that an inspection of the housing was performed and at a minimum a certificate of occupancy was provided for each property assisted with HOME funds.

B. Record retention. All records pertaining to each fiscal year of HOME funds must be retained for the most recent five year period, except as provided below.

(i) For rental housing projects, records may be retained for five years after the project completion date; except that records of individual tenant income verifications, project rents and project inspections must be retained for the most recent five year period, until five years after the affordability period terminates.

(ii) For homeownership housing projects, records may be retained for five years after the project completion date, except for documents imposing recapture/resale restrictions which must be retained for five years after the affordability period terminates.

(iii) For tenant-based rental assistance projects, records must be retained for five years after the period of rental assistance terminates.

(iv) Written agreements must be retained for five years after the agreement terminates.

(v) Records covering displacements and acquisition must be retained for five years after the date by which all persons displaced from the property and all persons whose property is acquired for the projects have received the final payment to which they are entitled.

(vi) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

(vii) HUD and the Comptroller General of the United States, any of their representatives, have the right of access to any pertinent books, documents, papers or other records of the DEVELOPER, and any sub Developers, in order to make audits, examinations, excerpts, and transcripts.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0232

Department: Human Resources

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

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

Resolution No.

Finance Information:

Account Number: 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:

RESOLUTION NO. 22-_____

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

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

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

ADOPTED this the _____ 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

RESOLUTION NO. 22-_____

ATTACHMENT A

Bradley M. Boggus, Street Sign & Marking Crew Leader, who is currently classified at Salary Grade 11, Step 10, is hereby adjusted to Salary Grade 11, Step 17.

Robin Peavy, Housing Rehabilitation Specialist II, who is currently classified at Salary Grade 15, Step 3, is hereby adjusted to Salary Grade 15, Step 14.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0233

Department: Fire and Rescue

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

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Sue Collie Campbell.

Resolution No.

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:

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 George Daigle, 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 SUE COLLIE CAMPBELL" consisting of six (6) pages or two (2) pages plus three (3) additional pages consisting of Exhibit "A" and the date of March 10th, 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 10th day of March 2022.

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

APPROVED this the 10th day of March 2022.

_____
Mayor of the City of Huntsville,
Alabama

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND SUE COLLIE CAMPBELL

STATE OF ALABAMA)
COUNTY OF MADISON)

THIS AGREEMENT is made and entered into on the 10TH day of March 2022, by and between Sue Collie Campbell, an individual, ("Campbell") 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. Campbell shall be employed by the City of Huntsville as a Systems Analyst and shall be classified as a "Special" employee under the City's Personnel Policies and Procedures Manual.

2. The term of this contract shall be for a period of one (1) year commencing on March 14th, 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, Campbell shall perform the duties and responsibilities of a Systems Analyst and shall be under the direct supervision of the Fire Chief or Deputy Fire Chief. Duties of the position of a Systems Analyst shall include all work described on Exhibit "A" attached hereto and incorporated by reference herein.

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

Date: March 10th, 2022

5. In consideration of the services rendered hereunder, City shall pay to Campbell the rate of $30.00 per hour not to exceed 29 hours per week with the total sum not to exceed $34,000 per year which shall be paid bi-weekly in accordance with City's regular, payroll processing system. During the term of this agreement, Campbell shall not receive any cost of living adjustment approved by the City Council for all other employees of City. In addition, Campbell 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. Campbell shall have no authorization to incur any debt or obligation on behalf of the City.

6. Campbell must keep information she may receive during the performance of the work to be confidential in nature and not subject to disclosure unless approved by the Fire Chief or Deputy Fire Chief.

7. Except as specified herein, Campbell shall be subject to all policies applicable to part-time employees.

8. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 10th day March 2022.

_____
Sue Collie Campbell, an Individual

CITY OF HUNTSVILLE, ALABAMA
a Municipal Corporation

BY:_____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk-Treasurer

Systems Analyst

Class Code: 1358

Bargaining Unit: Not Applicable
CITY OF HUNTSVILLE
Established Date: Aug 1, 2001
Revision Date: Jul 6, 2010

SALARY RANGE

$28.57 - $48.47 Hourly
$2,285.60 - $3,877.60 Biweekly
$4,952.13 - $8,401.47 Monthly
$59,425.60 - $100,817.60 Annually

NATURE OF WORK:

This is professional computer software engineering work in computer systems analysis and the development of computer software applications.

Work also involves designing application software, conducting systems studies, independently or as a leader of a systems design and development team. Employees in this class are proficient in programming techniques, relational data base systems, systems analysis, and design principles and concepts. Assignments are received in the form of general instructions and specified end results. Employee carries out assignments independently with review by manager to receive additional guidance or to check on progress.

ESSENTIAL AND MARGINAL FUNCTIONS OF WORK:

Designs, develops, tests, modifies, implements and supports software applications using .Net, Visual Basic, Microsoft Office products and SQL Server in a networked PC or web environment.

Supervision may be exercised over other personnel by assignment, coordination, and review of work tasks.

Evaluate software application products and make recommendations for purchase and implementation. Manage, coordinate, and assist in implementation of purchased software application products. Assist user departments, purchasing department, and legal department in the preparation of RFP/RFBs pursuant to procurement of software application products.

Confers with users to define automation needs, design an appropriate system, programs, tests, documents, and implements computer application software.

Assists and trains subordinate personnel in programming languages, analysis and design methodologies and techniques. Researches new methodologies and new development software products.

Maintains software.

Performs related work as required.

Requires regular and prompt attendance plus the ability to work well with others and work well as a team.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

Knowledge of the principles, concepts, and methods of computer systems analysis.

Knowledge of computer programming techniques, common languages used and program testing and de-bugging procedures.

Knowledge of Microsoft SQL Server database methodologies.

MINIMUM EDUCATION, TRAINING AND EXPERIENCE:

Bachelor's Degree in Computer Science, MIS, Engineering, or Math from a college or university accredited by a regional accrediting agency recognized by the U.S. Department of Education.

Training, or preferably, certification in Microsoft development methodologies and products is desirable (.Net, Visual Basic, Visual C++, SQL Server).

Five years of progressive experience developing complex applications in a Microsoft windows environment.

Supervisory experience is desirable.

WORKING ENVIRONMENT:

Work is performed in an office setting.

PHYSICAL DEMANDS:

Work is essentially sedentary with occasional walking and standing. Computer work requires manual dexterity.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/10/2022 **File ID:** 2022-0234

Department: Administration

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

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Brenda Martin.

Resolution No.

Finance Information:

Account Number: Click or tap here to enter text.

City Obligation Amount: $32,000.00

Total Obligation: $32,000.00

Special Circumstances:

Grant Funded: No

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 AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND BRENDA M. MARTIN

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND BRENDA M. MARTIN

THIS AGREEMENT is made and entered into on the _____ day of _____, 2021 by and between Brenda M. Martin, an individual, ("Martin") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

WITNESSETH:

1. Martin shall serve as a Consultant to the Mayor's Office and shall provide professional services in the position of Community Affairs Consultant. The scope of services to be performed by Martin includes assisting the Mayor in coordinating activities related to public communication, and helping to disseminate public information by working with the Director of Communication. Martin's duties as Community Affairs Consultant shall further include the following:

a) Developing, producing and hosting community information programs, public service announcements and social media videos, which will be used to enhance communication between the citizenry and local government.

- Programming will be broadcast on the Government Access Channel HSV TV, available on-demand from the City website, City Blog, and posted to the City's social media channels.
- The major focus of the programming will be to highlight the Mayor's community outreach initiatives and strategic messaging as determined by the Director of Communication.
- Programming will provide the residents of the City of Huntsville with information regarding City departments and community events that are relevant to improving the quality of life in the City of Huntsville and Madison County, Alabama.
- Programming will focus on the City departments, the City appointed Boards and Agencies, and the City agencies which receive appropriations from the City.
- Programming will highlight Redstone Arsenal, NASA and Research Park.
- Programming will include candidate forums and discussion shows on topics of interest to the community.

b) Representing the Mayor at civic associations, committees, social, business, schools and other professional group meeting not requiring his official presence, and report weekly recommendations reached at those meetings.

2. Martin 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 except for those she receives as a retired City of Huntsville employee. During the term of this agreement, Martin shall report to the Mayor.

3. The term of this contract shall be for a period of one (1) year commencing on March 30, 2022 and continuing through March 29, 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, Martin shall establish working hours to be approved by the Mayor. Martin shall be paid an hourly rate of $43.31, not to exceed twenty (20) hours per week, with the total sum not to exceed $32,000.00 per year.

6. During the term of this Agreement, the City shall provide Martin a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

7. Martin shall receive reimbursement for mileage at the standard IRS mileage rate for 2022 (58.5 cents per mile). Martin 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 Martin when she is performing the services set forth in this Agreement.

8. Martin 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. Martin 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.

[Signatures are included on the following page.]

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

_____
Brenda M. Martin, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By:_____
Kenneth Benion
Its: City Clerk-Treasurer

RESOLUTION NO. 22 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between The City of Huntsville and Brenda Martin, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a Consulting Agreement between the City of Huntsville and Brenda Martin consisting of three (3) pages with the date of March 10, 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 10th day of March 2022.

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

APPROVED this the 10th 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:** 3/10/2022 **File ID:** 2022-0235

Department: **Engineering**

Subject: **Type of Action:** Introduction

Introduction of an ordinance amending Chapter 12, Environmental Management, of the Code of Ordinances of the City of Huntsville, Alabama, by adding Article VIII concerning Maintenance Areas.

Ordinance No.

Finance Information:

Account Number: NA

City Obligation Amount: No City Funds Involved.

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-

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

Section 1. Chapter 12, Environmental Management, of the Code of Ordinances of the City of Huntsville, Alabama ("City") is hereby amended by adding the following Article VIII:

ARTICLE VIII. – MAINTENANCE AREAS

DIVISION 1. – PLATTED LANDS

Sec. 12-500. – Coverage; findings; purpose.

(a) *Coverage*. This division is intended to govern lands that require final plat or boundary plat approval pursuant to the Subdivision Regulations of the Planning Commission of the City of Huntsville, Alabama.

(b) *Findings and purpose*.

(1) In connection with lands that are to be platted in accordance with the Subdivision Regulations of the Planning Commission of the City of Huntsville, Alabama, there are areas within a subdivision/development that will contain certain private improvements, infrastructure, systems, facilities, features, amenities or areas, which are dependent upon private maintenance, which if not properly performed would negatively impact upon the public health, safety, morals and general welfare, including those of the general public as well as the residents and occupants of the subdivision/development. The city is desirous of establishing a maintenance agreement as a means to facilitate the performance of the private maintenance obligations for a subdivision/development and a means whereby the city may, but is not obligated to, perform what would otherwise be private responsibilities, and to receive reimbursements therefor so as to prevent the expenditure of municipal funds so as to prevent burdening the general taxpayers with the cost of said maintenance.

(2) Section 10.4 of The Zoning Ordinance of the City of Huntsville, Alabama, concerning private streets and private subdivisions, as one of the conditions for approval, requires in section 10.4.3. the following: "Adequate provision must be made, as shown on the approved plan, for maintenance of private streets, private accessways and common areas to the standard practiced in the city for maintenance of public streets and areas by use of a homeowners association or other agreement approved by the city attorney." The city is desirous of establishing a maintenance agreement that fulfills said condition for approval.

(3) As a condition of final plat or boundary plat approval, section 2.11 of the City of Huntsville Stormwater Management Manual requires private owners to enter into an agreement with the city in order to perform, or provide for, certain long-term maintenance obligations in connection with the post-construction stormwater management program plan. The city is desirous of establishing a maintenance agreement that will satisfy said requirement.

Sec. 12-501. – Definitions. The following words, terms, and phrases, when used in this division shall have the following meanings ascribed to them in this section, unless the context clearly indicates a different meaning.

Maintenance area means and refers to each of the following:

a. In the case of a multiple lot (i.e. two lots or more) subdivision/development, which includes private subdivisions: Common areas for the common benefit, enjoyment or use of owners, occupants or guests of lands contained within the subdivision/development, which common areas include those designated on the plat as "Common Area", "Common Property", or other similar words to that effect;

b. In the case of a single lot subdivision/development that is developed, whether at the time of final/boundary platting or sometime thereafter, as a residential condominium development: Exterior common elements, including access ways, for the benefit of the condominium unit owners, whether or not such common elements are designated on the plat as "Common Elements";

c. In the case of a multiple lot or single lot (residential or non-residential leaseholds or condominiums) subdivision/development: Areas that are or will be designated on the final/boundary plat as "Private Detention Area", "Private Stormwater Management Area", or similar words to that effect, or areas that otherwise contain private drainage improvements or features that are subject to post-construction stormwater management controls, that will not be or are not within a public easement in favor of the city or will not be or are not dedicated to and accepted by the city as public; and

d. In the case of private subdivisions: Private rights-of-way, access-ways, streets, and alleys, inclusive of islands thereupon or within; and

e. Additional areas dedicated, denominated or used as a maintenance area for the subdivision/development or any other real property, after the lands have been final/boundary platted.

Post-construction stormwater management controls mean and refer to post-construction stormwater management structural and non-structural controls, and a schedule for periodic inspections, required in accordance with the city's Stormwater Management Manual, as such may be superseded or amended from time to time.

Private subdivision means and refers to a subdivision/development that is subject to the provisions of section 10.4 of the Zoning Ordinance of the City of Huntsville, Alabama, ("Zoning Ordinance") as such section may be amended at any time and from time to time.

Subdivision/development means and refers to the platted lands or lands to be platted, as such lands are now or hereafter constituted, enlarged, developed, subdivided or resubdivided.

Sec. 12-501. – Maintenance agreement required for plat approval.

(a) *Requirement*. As an express condition precedent to approval by the Planning Commission of the City of Huntsville, Alabama, of any final/boundary plat of any real property located within City's planning jurisdiction, which contains a maintenance area, is or is proposed to be a private subdivision, or is subject to post-construction stormwater management controls:

(1) Each owner, who is the grantee in each deed or other conveyance recorded in the real estate records in the office of the judge of probate of the county in which the lands of the subdivision/development are located, of the fee simple title to all or any portion of the lands embraced by the subdivision/development (excluding, however, (i) any governmental entity owning any interest in any lands within said subdivision/development dedicated to and accepted by the public such as public streets and rights-of-way and (ii) any person holding any interest in such lands solely as security for the performance or satisfaction of any obligation), shall enter into a *maintenance agreement and access easement* with the city that is substantially in the form and substance as hereinafter set forth; and

(2) The holder of any lien or encumbrance which grants title (including as a contract purchaser but only if said interest is of record) to all or any portion of the lands embraced by the final/boundary plat shall execute an acknowledged ratification on the face of such plat so as to give full force and effect to said *maintenance agreement and access easement*; and

(3) The final plat/boundary plat shall contain a plat note suitable in form and content to the city attorney or his/her designee which incorporates by reference said *maintenance agreement and access easement*.

(b) *Mayor authorized*. The mayor is hereby authorized, directed and empowered to enter into and execute said *maintenance agreement and access easement*, and corresponding plat note, on behalf of the City for each such final/boundary plat.

(c) *Maintenance agreement and access easement*. The following *maintenance agreement and access easement*, which shall constitute a covenant running with the land as to the real property made the subject of such plat, shall be incorporated by reference into each such plat:

STATE OF ALABAMA)
:
COUNTY OF _____)

MAINTENANCE AGREEMENT AND ACCESS EASEMENT

This **MAINTENANCE AGREEMENT AND ACCESS EASEMENT** ("Agreement"), is made and entered into as of the _____, day of _____, 20__, by and between/among _____ (hereinafter referred to as "Developer(s)") and the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter referred to as "City")(referred to collectively hereinafter as "Parties"):

WITNESSETH:

WHEREAS, Developer(s) is the owner of the real property described in **Exhibit "A"** attached hereto (the "Developer Property"), which is embraced by the Final Plat/Boundary Plat of the _____ Subdivision/Development (the "Plat"), a copy of which is attached hereto as **Exhibit "B"**; and

WHEREAS, Developer(s) intends to subdivide or develop the Developer Property into lots or units for development, sale or lease and may subdivide, resubdivide or develop the Developer Property into phases and may add additional property to the Subdivision/Development (the "Subdivision/Development"); and

WHEREAS, Developer(s) has submitted said Plat to the Planning Commission of the City of Huntsville, Alabama (the "Planning Commission") for its approval; and

WHEREAS, the Subdivision/Development will include certain private improvements, infrastructure, systems, facilities, features, amenities or areas, which are dependent upon private upkeep, including their maintenance, operation, repair, replacement, inspection, or restoration, which private upkeep will not be at public expense; and

WHEREAS, based on the findings and purpose set forth in Section 12-500(b) of the Code of Ordinances of the City of Huntsville, Alabama (hereinafter referred to as "City Code"), which section is incorporated herein by reference as if fully set forth herein, and as consideration for and in connection with the approval of the Subdivision/Development in accordance with Chapter 12, Article III, Division 1 of the City Code, the Parties are desirous of entering into this Agreement.

NOW, THEREFORE, for and in consideration of (a) the premises which are deemed a material part of this Agreement and, by this reference, are incorporated herein, (b) the mutual agreements, covenants, provisions and terms of this Agreement set forth herein, (c) the execution, acknowledgment and delivery of this Agreement by the Parties hereto, and (d) other good and valuable consideration, the receipt and sufficiency of all of which is hereby expressly

acknowledged by City and Developer(s), and intending to be legally bound hereby, City and Developer(s) agree and covenant with and unto each other, as follows:

Section 1. Definitions.

(a) **In general**. The following capitalized and non-capitalized words, terms and phrases when used in this Agreement, including the foregoing premises, shall have the meanings/rules of construction ascribed to them in this section, except where the context clearly indicates a different meaning or unless otherwise more specifically defined in this Agreement. Words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning:

(1) *General terms/rules of construction.*

City means and refers to the City of Huntsville, Alabama, and where necessary to perform the acts contemplated hereinafter, shall include its officials, officers, employees, contractors, and agents.

City Engineer means and refers to the Director of Engineering of the City and his/her designees or subordinates.

Conjunctions. In a provision involving two or more items, conditions, provisions or events, which items, conditions, provisions or events are connected by the conjunction "and," "or" or "either . . . or," the conjunction shall be interpreted as follows:

a. "And" indicates that all the connected terms, conditions, provisions or events apply.

b. "Or" indicates that the connected terms, conditions, provisions or events apply singly or in any combination.

c. "Either . . . or" indicates that the connected terms, conditions, provisions or events apply singly but not in combination.

Include. The term *include*, including its derivations, does not limit a term to a specified example.

Maintenance Area means and refers to each of the following:

a. In the case of a multiple lot (i.e. two lots or more) Subdivision/Development, which includes Private Subdivisions: Common areas for the common benefit, enjoyment or use of owners, occupants or guests of lands contained within the Subdivision/Development, which common areas include those designated on the Plat as "Common Area", "Common Property", or other similar words to that effect;

b. In the case of a single lot Subdivision/Development that is developed, whether at the time of final/boundary platting or sometime thereafter, as a

residential condominium development: Exterior common elements, including access ways, for the benefit of the condominium unit owners, whether or not such common elements are designated on the Plat as "Common Elements";

c. In the case of a multiple lot or single lot (residential or non-residential leaseholds or condominiums) Subdivision/Development: Areas that are or will be designated on the Plat as "Private Detention Area", "Private Stormwater Management Area", or similar words to that effect, or areas that otherwise contain private drainage improvements or features that are identified on the *Post-Construction Stormwater Management Program Plan*, that are not or will not be within a public easement in favor of the city or will not be or are not dedicated to and accepted by the City as public;

d. In the case of Private Subdivisions: Private rights-of-way, access-ways, streets, and alleys, inclusive of islands thereupon or within; and

e. Additional areas as hereinafter provided for in Section 9.

Post-Construction Stormwater Management Program Plan means and refers to the plan set forth in **Exhibit "C"** attached hereto, as such plan may be amended at any time and from time to time, which plan includes post-construction activities related to stormwater drainage features identified therein that will require performance of post-construction stormwater management, including structural and non-structural controls, and a schedule for periodic inspections, in accordance with the City's Stormwater Management Manual, as such may be superseded or amended from time to time.

Private Owner means and refers to any person or entity who is the grantee in each deed or other conveyance recorded in the real estate records in the Office of the Judge of Probate of the County in which the Subdivision/Development is located of the fee simple title to all or any portion of the real property embraced by the Subdivision/Development, except for and excluding (i) a Public Owner and (ii) a Security Owner. This term "Private Owner" by definition shall include any owner of the Maintenance Area including an Association contemplated by Section 8. below.

Private Owners' Lot/Unit means and refers to any lands within the Subdivision/Development owned by Developer(s) or a Private Owner other than the Public Areas.

Private Subdivision means and refers to a subdivision or development that is subject to the provisions of section 10.4 of the Zoning Ordinance of the City of Huntsville, Alabama, ("Zoning Ordinance") as such section may be amended at any time and from time to time.

Public Areas mean and refer to any lands, including improvements situated thereon, within the Subdivision/Development dedicated/conveyed to and accepted by/on behalf of the public such as public streets and rights-of-way, public greenways, and public easements.

Public Owner means and refers to any governmental entity owning any interest in any Public Areas.

Security Owner means and refers to any person or entity holding any interest in the Subdivision/Development solely as security for the performance or satisfaction of any obligation; *provided, however*, in the event a Security Owner succeeds to the right, title and interest of a Private Owner in and to any portion of the Subdivision/Development for any reason (whether by nonjudicial foreclosure, judicial foreclosure, conveyance in lieu of foreclosure or otherwise) then, in that event, and from and after the date of acquisition of title, said Security Owner shall become a Private Owner as to such portion of the Subdivision/Development and thus subject to the duties, liabilities, obligations and responsibilities of a Private Owner under this Agreement.

Subdivision/Development shall have the same meaning ascribed to it in the premises and shall mean and refer to the Developer Property as now or hereafter constituted, enlarged, developed, subdivided or resubdivided.

(2) *Definitions concerning Maintenance Obligations***.** The following capitalized terms are Maintenance Obligations included under this Agreement:

General Maintenance means and refers to general maintenance, repair and upkeep, including control of grass and weeds, removal of junk and litter, and pest and rodent control, but shall not include maintenance which is performed by the City in accordance with applicable ordinances governing maintenance of Public Areas.

Private Amenities Maintenance means and refers to the maintenance of all present or future private improvements, amenities, and features, including bath houses, fountains, lakes, walkways, trails, lighting, signage, ways, parking lots, playgrounds, ponds, pools, recreational areas and equipment, tennis courts, swimming pools, and other water features; which maintenance shall include General Maintenance, Water Quality Control, and any such other maintenance required to prevent the property from becoming a nuisance.

Private Drainage Feature Maintenance means and refers to the maintenance of all present or future private detention or retention ponds, culverts, drains, pipes, swales, berms, ditches, and other private drainage systems or improvements, which are: (1) denominated on the Plat as being private, (2) which are not within a public drainage easement, or (3) which have not been dedicated to and accepted by the City as public; which maintenance shall include: General Maintenance, Water Quality Control, SWMPP Maintenance, and maintenance of the side slopes, erosion and siltation/sedimentation control, security, water levels, and any such other maintenance necessary for aesthetics, functionality and safety.

Private Subdivision Improvements Maintenance means and refers to maintenance, operation, replacement, repair and restoration of all present or future private infrastructure within a Private Subdivision, whether within or without a Maintenance

Area, that is to be privately owned, operated, and maintained for the use and benefit of the Subdivision/Development rather than being dedicated/conveyed to and accepted by the City as public, including: (1) private drainage systems and features, including detention or retention ponds, culverts, drains, pipes, swales, berms, and ditches, (2) private rights-of-way, streets, access ways and alleys inclusive of all improvements thereon and appurtenant thereto such as sidewalks, signage and lighting, (3) private sanitary sewer facilities inclusive of all infrastructure and equipment appurtenant thereto, and (4) any other private infrastructure now existing or hereafter established; which maintenance, operation, replacement, repair and restoration shall include General Maintenance, Water Quality Control, Private Drainage Feature Maintenance, and any and all maintenance, operation, restoration, replacement and repair necessary for aesthetics, functionality and safety.

Public Improvements Maintenance means and refers to the maintenance of all public drainage improvements or features including public detention or retention ponds, culverts, drains and ditches and other public improvements, which maintenance shall include General Maintenance and Water Quality Control, but shall not include maintenance which is performed by the City in accordance with applicable ordinances governing maintenance of public easements.

Repair/Restoration Maintenance means and refers to the repair/restoration of the Maintenance Area, including the private streets and private ways and improvements thereon, which repairs or restorations are necessitated due to the City's construction, maintenance or repair of any public infrastructure such as sanitary sewer and storm drainage infrastructure within said Maintenance Area. Such repair/restoration shall include restoration of landscaping, curb and gutter repairs, maintenance of any temporary pavement, final asphalt patching or replacement of improvements. The City shall only be obligated to bring any required fill materials to grade.

SWMPP Maintenance means and refers to the obligations set forth in Subsection 2(d) below.

Water Quality Control means and refers to the control of water quality for algae, pond scum and any other such similar conditions.

Section 2. Maintenance Obligations.

(a) Developer(s) and each Private Owner shall be jointly and severally responsible for the continuous and proper maintenance, operation, replacement, repair or restoration of any and all Maintenance Areas, including Public Areas situated thereon, and the Private Subdivision Improvements, within the Subdivision/Development, without expenditure of municipal funds (the "Maintenance Obligations").

(b) Such Maintenance Obligations shall be in conformance with all applicable laws, regulations, standards and specifications, now existing or hereafter established, including section 10.4 of the Zoning Ordinance, the subdivision regulations, state nuisance laws, City ordinances

and codes governing nuisances, and the Stormwater Management Manual, as such may be superseded or amended from time to time; and conformance with same shall be as determined by the City.

(c) Such Maintenance Obligations include: (i) within the Maintenance Area, General Maintenance, Water Quality Control, Public Improvements Maintenance, Private Drainage Feature Maintenance, Private Subdivision Improvements Maintenance, Private Amenities Maintenance, and Restoration/Repair Maintenance, and (ii) without the Maintenance Area, Private Subdivision Improvements Maintenance.

(d) SWMPP Maintenance includes each of the following "Post-Construction Stormwater Management Program Plan Obligations" as additional Maintenance Obligations:

(1) Inspections that are required pursuant to the Post-Construction Stormwater Management Program Plan, which inspections shall be performed annually, or at such other frequency as the City Engineer may require or allow, by a properly qualified credentialed inspector (QCI) or a qualified credentialed professional (QCP), as defined by the Alabama Department of Environmental Management (ADEM), to insure compliance with the Post-Construction Stormwater Management Program Plan, including its design standards and maintenance requirements;

(2) Remediation, in a manner as may be approved or prescribed by the City Engineer, of deficiencies identified by an inspection, including inspections performed by or on behalf of the City, which remediation may include replacement, repair, restoration, or mitigation work, and which remediation shall be completed upon verification by an engineer's report within forty five (45) days after the date of the inspection, or such additional time as the City Engineer may allow; provided, however, if the inspection identifies a public safety or public health hazard, then the remediation shall be performed immediately; and

(3) Retention of inspection reports and remediation efforts reports for a period of five years, which shall be provided to the City Engineer upon request.

Section 3. Default in Maintenance Obligations. Upon the failure of Developer(s) or a Private Owner to perform said Maintenance Obligations, and after any notice and opportunity to cure required by Section 7. hereof, the City shall have the right but not the obligation to perform, or have performed on its behalf, the Maintenance Obligations, in whole or part, and shall have the right to receive joint and several full reimbursement from Developer(s) and each Private Owner the costs of such Maintenance Obligations and the costs of collection of the same as set forth in Section 5. below.

Section 4. Grant of Access and Maintenance Easement. Developer(s), for itself and for each Private Owner, Public Owner and Security Owner, hereby grants City, and City's authorized agents, contractors, and employees, a continuous, permanent and irrevocable right of entry, access, ingress and egress easement across, along, over, under and through the Maintenance Area, drives, ways, private utility or drainage easements, and other portions of the

Subdivision/Development unimproved with a building/structure in order to perform as contemplated in this Agreement, and in accordance with applicable federal, state, and local laws governing post-construction stormwater management, as such laws may be amended or superseded from time to time, including: (a) inspection of the Maintenance Area or Private Subdivision Improvements; and (b) upon default by Developer(s) or a Private Owner of the Maintenance Obligations, to perform the Maintenance Obligations whenever City deems necessary. The easement contained herein shall run with the land as a burden to the Subdivision/Development and shall pass with the conveyance of all or any portion thereof, whether specifically referred to or not in any said conveyance.

Section 5. Recovery of Maintenance Obligations Costs and Collection Costs. In the event that City performs any Maintenance Obligations, City shall have the unconditional right to recover jointly and severally from Developer(s) or any one or more or all of the Private Owners (a) the costs and expenses of all labor, equipment, fuel, materials, services, supplies and similar items used in such performance ("Maintenance Obligations Costs"), and (b) the sum of all costs, disbursements and expenses (including reasonable attorneys and engineering fees) incurred in collecting the same, together with all statutory pre- and post-judgment interest ("Collection Costs").

Each Private Owner, by the acceptance of a conveyance for such Private Owners' Lot/Unit, whether or not expressed in such conveyance, is hereby deemed to agree and covenant to pay to City the Maintenance Obligations Costs and Collection Costs. All such Maintenance Obligations Costs and Collection Costs shall be both (a) the personal obligation of the Private Owner at the time when the Maintenance Obligations Costs and Collection Costs are incurred by City and (b) a charge and lien on such Private Owners' Lot/Unit.

The City shall be reimbursed for all Maintenance Obligations Costs and Collection Costs within twenty (20) days after City's written demand for the same.

As security for the prompt and faithful payment of the Maintenance Obligations Costs and the Collection Costs, City shall have, and is hereby granted, a lien (the "City Lien") against both the Maintenance Area and each Private Owners' Lot/Unit, which City Lien is and shall be paramount and prior to all liens on the Maintenance Area and each Private Owners' Lot/Unit except for and subject to (a) the lien for current and future ad valorem taxes and (b) the lien of a construction or first mortgage held by an institutional or private lender.

In the event Developer(s) or any Private Owner shall fail to pay City the Maintenance Obligations Costs and the Collection Costs after said written demand for the same, City may pursue any one or more remedies for collection of the same (legal, equitable or otherwise) concurrently or consecutively (despite any defense of election of remedies or similar doctrines) including a suit for money damages against Developer(s) or one or more or all of Private Owners or enforcement of the City Lien against the Maintenance Area or any one or more of the Private Owners' Lots/Units, whether by nonjudicial foreclosure, judicial foreclosure or otherwise.

Section 6. Reimbursement of Maintenance Obligations Costs and Collection Costs.

(a) Subject to Subsection (b), any Private Owner (including Developer(s)) who has paid to City any Maintenance Obligations Costs and Collection Costs shall have the unconditional right to recover jointly and severally from any other Private Owner (including Developer(s)) the amount by which such paying Private Owner's payment to City exceeds his/her/its "Prorata Share". As used herein, the term "Prorata Share" means a fraction, (a) the numerator of which is one and (b) the denominator of which is the total number of Private Owners' Lots/Units within the Subdivision/Development, including lots within phases that have received final/boundary plat approval, and lots within phases which have not been finaled in which case the calculation is based on the lots as shown on the Plat or, in the case of a condominium development, on the recorded condominium plat; excluding however the Maintenance Area.

For example, and for illustration purposes only, assuming (i) the total Maintenance Obligations Costs and Collection Costs incurred by City in one instance is $20,000.00, (ii) the total number of Private Owners' Lots within the Subdivision/Development are 50, and (iii) "Private Owner Smith" has paid City $1,000.00 for Maintenance Obligations Costs and Collection Costs, then "Private Owner Smith" may recover from one or more of the remaining Private Owners (including Developer(s)) up to each other Private Owner's Prorata Share the aggregate sum of $600.00 calculated as follows:

$$\$1,000.00 – (\$20,000.00 \times 1/50) = \$600.00$$

A Private Owner's right of reimbursement from any one or more other Private Owners (including Developer(s)) shall in no way defeat, impair, prevent or prohibit City's recovery of Maintenance Obligations Costs and/or Collection Costs from Developer(s) or any Private Owner.

(b) The right of prorata reimbursement does not apply in the case of a single lot Subdivision/Development that is an apartment complex with leasehold units.

Section 7. Notice and Cure. Except in the event of an immediate threat to the public health, safety, morals, general welfare or to public property in which event the City shall not be required to give Developer(s) or any then-current Private Owner within the Subdivision/Development any notice or opportunity to cure, the City shall not perform the Maintenance Obligations until it has first given Developer(s), the then-current Private Owner of the Maintenance Area, or any then-current Private Owner within the Subdivision/Development notice of (a) the need to perform Maintenance Obligations identified in the notice and (b) thirty (30) days after the date of such notice within which to cure and perform the same, subject to the right of the City Engineer, at his/her discretion, to grant an extension of the cure period for good cause shown upon written request. Such notice may be given in City's absolute and sole discretion and option in any one of the following ways:

(a) By posting written notice upon the Maintenance Area; or

(b) By written notice given by (i) personal delivery, or (ii) overnight commercial courier, or (iii) facsimile transmission or (iv) United States First Class Certified Mail, postage prepaid, Return Receipt Requested, and addressed to the Developer(s), the then-current Private Owner of the Maintenance Area, or any then-current Private Owner within the

Subdivision/Development, as appears from the then-current records in the Office of the Tax Assessor of the County in which the Subdivision/Development is located; or

(c) By written notice left at the residence of the principal of the Developer(s) or the residence of the authorized agent of the Association or the residence of any then-current Private Owner within the Subdivision/Development; or

(d) Publication of ten (10) days written notice in a newspaper of general circulation published in the City or in the County in which the Subdivision/Development is located.

Section 8. Association/Restrictions/Other Maintenance.

(a) Nothing contained in this Agreement shall be construed or deemed as prohibiting the Developer(s) or the Private Owners from: (1) forming an owners, homeowners, condominium owners, business owners, or residence association (the "Association"), or (2) creating and establishing covenants, restrictions or restrictive covenants (the "Restrictions"), for the benefit, construction, governance, insurance, maintenance, operation, repair or regulation, of the Subdivision/Development, the Maintenance Area or Private Subdivision Improvements. Such Association or Restrictions may, *inter alia*, establish and impose construction, governance, insurance, maintenance, operating, repair or regulatory obligations and responsibilities equal to or greater than those set forth in this Agreement, but shall not abrogate, impair, hinder, lessen or extinguish those imposed by this Agreement, nor shall they affect or supersede the City's rights and remedies under this Agreement.

(b) Nothing contained in this Agreement shall be construed to affect private maintenance responsibilities which are outside the scope of this Agreement.

Section 9. Additional Areas. In the event that any portion of the Subdivision/Development that is not designated as Maintenance Area on the Plat is/are hereafter dedicated, denominated or used as a Maintenance Area for the Subdivision/Development or any other real property, then such other portions shall be *ipso facto* included within the term "Maintenance Area" and subjected to this Agreement.

Section 10. Termination of Developer(s)'s Liability. Notwithstanding anything contained in this Agreement to the contrary, each Developer(s)'s liability under this Agreement will terminate when that Developer(s) is no longer a Private Owner.

Section 11. Remedies Cumulative/No Third-Party Beneficiaries.

(a) The City's rights and remedies under this Agreement shall be in addition to any other rights and remedies it might now or hereafter have under any federal, state or local law.

(b) This Agreement shall not be construed or applied to confer any rights or benefits to third-parties.

Section 12. Authority and Power. Each party covenants, represents and warrants to each other party that it has complete and unrestricted authority, power and right to enter into, execute and deliver this Agreement.

Section 13. Recordation. This Agreement shall be recorded by City at Developer(s)'s prepaid expense in the real estate records in the Office of the Judge of Probate of each County in which the Developer(s) Property is located.

Section 14. Covenants Running with the Land. This Agreement and each of its agreements, covenants, provisions and terms are covenants running with the land as to the Developer(s) Property and the Subdivision/Development and shall be binding on City, Developer(s) and Private Owners (and, if applicable, Association) and all persons and entities claiming through or under them for a period of twenty-five (25) years from the date this Agreement is filed for record in the Office of the Judge of Probate of the County in which the Subdivision/Development is located, after which time this Agreement shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the City, Developer(s) and a majority of the then Private Owners has been filed for record in such Probate Judge's Office, agreeing to abolish or amend this Agreement in whole or in part.

Section 15. No Liability. Anything in this Agreement to the contrary notwithstanding, it is expressly agreed, intended and understood that (a) neither City nor any Public Owner nor any Security Owner has any duty, liability, obligation or responsibility to maintain or repair the Maintenance Area or Private Subdivision Improvements within the Subdivision/Development, (b) in no event shall this Agreement be construed to impose any such duty, liability, obligation or responsibility on the City or on any Public Owner or on any Security Owner, (c) the operation, maintenance and repair of the Maintenance Area or Private Subdivision Improvements within the Subdivision/Development is at all times the direct and sole duty, liability, obligation and responsibility of Developer(s) and each Private Owner, and (d) neither the City nor the Public Owners nor their respective agents, employees or assigns, shall be liable to Developer(s) or any Private Owner or any other person or entity for (i) the manner in which any of them exercise, or for the failure or refusal of any of them to exercise any authority or right granted to them herein, whether discretionary or not; (ii) the failure or refusal of Developer(s) or any Private Owner to comply with any of the agreements, covenants, provisions and terms hereof; or (iii) the failure or refusal of City to enforce any one or more of the agreements, covenants, provisions and terms hereof against Developer(s) or any Private Owner, and their respective heirs, personal representatives, successors or assigns.

Section 16. Miscellaneous.

(a) *Entire Agreement/Merger*. This Agreement, along with all exhibits and attachments or other documents affixed hereto or referred to herein (including the Plat), embodies the entire agreement, intent and understanding of City and Developer(s) as to the transactions contemplated and evidenced hereby and merges herein all prior and contemporaneous agreements, covenants, discussions, representations, statements and understandings heretofore made between City and Developer(s) as to such transactions, whether written, oral or both. Any agreements, covenants, representations, statements or understandings by and between City and Developer(s) as to such transactions not contained herein are and shall be null and void, unenforceable and of no force and effect.

(b) *Applicable Law/Jurisdiction/Venue*. This Agreement is made in, and thus shall be construed, controlled, enforced, governed and interpreted in accordance with its plain meaning in accordance with the internal laws of, the State of Alabama, without regard to principles of conflicts of laws. For any action concerning this Agreement (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

(c) *Severability*. If, for any reason or no reason, any agreement(s), covenant(s), provision(s), or term(s) of this Agreement (whether material to the bargain of City and Developer(s) 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.

(d) *Binding Effect*. City's and Developer(s)'s respective heirs, personal representatives, successors and assigns (including, but not limited to, the Private Owners and the Association) shall be fully bound by this Agreement and each and every agreement, covenant, provision and term hereof just as they are bound. Each and every agreement, covenant, provision and term of this Agreement inures, and shall inure, to the benefit of City, it successors and assigns, and shall be binding upon or inure to the benefit of the Developer(s) and its heirs, personal representatives, successors and assigns (including the Private Owners and the Association).

(e) *Amendment, etc.* Neither this Agreement nor any agreement, covenant, provision or term hereof, shall be amended, changed or modified in any respect, nor may any estoppel, novation or waiver regarding the same be effectuated, without City, Developer(s), and a majority of the then Private Owners (and, if applicable, the Association), first executing a writing, in equal dignity to this Agreement, embodying their complete and full agreement and understanding as to such amendment, change, modification, novation or waiver.

(f) *Captions*. 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.

(g) *Incorporation of Exhibits*. This Agreement hereby incorporates by reference and makes a part hereof all exhibits referred to herein and appended hereto.

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.

[Insert signature and acknowledgements of the parties]

Section 2. City of Huntsville Ordinance No. 04-874, as amended by City of Huntsville Ordinance No. 05-712, is hereby repealed, which ordinance(s) was included in the Subdivision Regulations of the Planning Commission of the City of Huntsville, Alabama in section 1.8 thereof.

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