



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 7/11/2024

**File ID:** TMP-4330

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**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution for the Mayor to enter into an agreement between the City of Huntsville and Caroline Swope d/b/a Kingtree Studios for a Historic Resource Survey of Terry Heights Phase II.

Resolution No.

**Does this item need to be published?** No

If yes, please list preferred date(s) of publication: n/a

**Finance Information:**

**Account Number:** TBD

**City Cost Amount:** TBD

**Total Cost:** \$ 30,000

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:**

**Address:**

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

**Additional Comments:**

**RESOLUTION NO. 24-**

**BE IT RESOLVED** by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement with the Alabama Historical Commission 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 Caroline Swope d/b/a Kingtree Studios for a Historic Resource Survey of Terry Heights Phase II, consisting of (twenty two) 22 pages, including Exhibit A, and the date of July 11, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk office of the City of Huntsville, Alabama.

**ADOPTED** this the 11<sup>th</sup> day of July, 2024.

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

**APPROVED** this the 11<sup>th</sup> day of July, 2024.

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Mayor of the City of Huntsville, Alabama



More particularly, the scope of work will be as set forth in City of Huntsville Request for Proposals #33-2024-74, dated March 4, 2024, and in the Proposal submitted by Swope, dated March 12, 2024. In the event there is a conflict between the two documents, the terms of the City’s Request for Proposals shall control.

**2.0 Contract Amount and Payment Schedule.**

The City will pay to Swope a total amount of Thirty Thousand Dollars (\$30,000.00) for the products and services provided by Swope pursuant to this Agreement. The City shall pay the said amount in three installments based on milestones reached by Swope. The payment schedule shall be as follows:

<u>Milestone</u>	<u>Amount</u>
<u>Contractor conducts field work and schedules consultation with Huntsville Historic Preservation Commission staff and Huntsville Historic Preservation Commission (HHPC) and the Alabama Historical Commission (AHC) staff. Contractor schedules public meeting with HHPC Staff to introduce survey to the community.</u>	<u>25%</u>
<u>Contractor begins preparing survey forms and maps. Contractor develops historical background and architectural descriptions for survey report and consults with AHC and HHPC Staff on maps used. Contractor submits survey documentation to AHC, and HHPC Staff.</u>	<u>50%</u>
<u>Contractor has final consultation with the AHC, HHPC and HHPC Staff on final draft survey report, forms, maps and other supporting materials. Final payment upon approval from the AHC survey coordination. Contractor schedules public meeting with HHPC Staff to present final survey report.</u>	<u>25%</u>

Upon reaching each milestone, Swope shall provide an invoice to the City for the agreed amount. The City’s Project Director shall determine whether the milestone has been met. Payment shall be due to Swope within thirty (30) days of the receipt of the invoice.

**3.0 General Terms and Conditions**

**3.1 Notices.**

All notices (a) shall be in writing, (b) shall be deemed served on the date on which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission (“E-mail”) or telephonic facsimile transmission (“Fax”) in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

Dr. Caroline Swope  
Kingtree Studios  
1038 Jackson Street SE  
Decatur, AL 35601  
[cswope@nventure.com](mailto:cswope@nventure.com)

City Of Huntsville  
Attention: Katherine Stamps  
P.O. Box 308  
Huntsville, Alabama 35804  
(256) 650-4779  
[katherine.stamps@huntsvilleal.gov](mailto:katherine.stamps@huntsvilleal.gov)

### **3.2 Project Staff.**

Dr. Caroline Swope shall be Contractor's designated Project Manager. Katherine Stamps shall be the designated Project Manager for the City. The City must approve any changes in Swope's project manager.

### **3.3 Time Period.**

Swope shall commence the work to be done pursuant to this Agreement on June 1, 2024 and shall complete said work no later than August 31, 2024.

### **3.4 Work Outside Scope of Project.**

No work outside the scope of work in the Agreement shall be authorized other than by mutually agreeable and properly authorized written change order.

### **4.0 SUBCONTRACT.**

Swope may not associate/hire/contract with any subcontractor/independent contractor/consultant in order to fulfill the requirements of this Agreement without obtaining the prior written approval of the City's Project Manager. Swope shall be solely responsible for any and all payments/wages/earnings due any such independent contractor for work performed thereby in furtherance of this Agreement. Swope shall be legally responsible for any and all actions of any subcontractor/independent contractor/consultant. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve Swope of any responsibility for performing this contract. The City's Project Manager shall have final approval of any proposed subcontractor.

### **5.0 Confidential Information.**

Each party hereto (each, a “Recipient”) shall protect and keep confidential all non-public information disclosed to Recipient by the other party (each, a “Discloser”) and identified as confidential by Discloser (“Confidential Information) and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. These obligations of confidentiality shall not apply to information that: (1) was previously known to Recipient; (ii) is or becomes publicly available through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser relating to such Confidential Information; (iv) is independently configured by Recipient; or (v) is required to be disclosed as a matter of law.

## **6.0 Termination**

### **6.1 Termination For Convenience**

This agreement may be terminated by the City without cause prior to the completion of the project upon ten (10) days written notice of the intent to terminate to Swope. Notice to terminate shall be given to Swope by written notification mailed or hand delivered to the contact address for Swope listed in Section 3.1 herein. In the event of such termination without cause, Swope 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 Swope 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, Swope shall promptly submit the City its invoice for final payment.

### **6.2 Termination For Cause**

This agreement may be terminated by either party upon thirty (30) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

## **7.0 Nonexclusiveness of Remedies.**

Any right or remedy on behalf of the City or Swope provided for in any of these specifications, including but not limited to any guaranty or warranty or any remedy for nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

## **8.0 Injuries to Swope.**

Swope is obligated to obtain sufficient liability insurance coverage (as well as worker’s compensation coverage, if required by law) for the benefit of Swope and its agents and/or employees. Swope waives any and all rights to recovery from the City for any injuries that

Swope (and/or its agents and/or employees) may sustain while performing services under this Agreement.

**9.0 Insurance and Indemnity.**

Swope shall carry liability insurance with a \$1,000,000.00 general aggregate limit. The City, its officers, employees, elected officials, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Swope for products used by and completed operations of Swope; or automobiles leased, hired or borrowed by Swope. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents or specified volunteers. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

Swope's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents and specified volunteers, as their interests may appear (See Appendix A). Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Swope's insurance and shall not contribute to it.

**HOLD HARMLESS AGREEMENT:**

**1. Other Than Professional Liability Exposures:**

Swope, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the negligent performance of Swope's obligations under this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of Swope 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:**

Swope agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not

limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of Swope or any subconsultants or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable.

### **3. Intellectual Property Rights.**

Swope agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by Swope pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to Swope, and granting Swope the sole right to defend such claim. In the event of any infringement or claimed infringement, Swope, in its sole discretion, shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

### **9.1 CONSULTANT AND/OR SUBCONTRACTORS WORKING FOR THE CONTRACTOR:**

Swope shall require any approved subcontractors and/or consultants working for the City of Huntsville pursuant to this Agreement to carry insurance as required under this Agreement.

## **10. GENERAL PROVISIONS.**

### **10.1 Governing Law and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Madison County, Alabama.

### **10.2 Force Majeure.**

Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters.



### **10.3 Headings.**

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

### **10.4. Agreement Deemed to Have Been Jointly Drafted.**

The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

### **10.5 Waiver.**

The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

### **10.6 All Amendments in Writing.**

No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

### **10.7 Property of City.**

All work product prepared by Swope pursuant to this agreement shall become and be the sole property of the City.

### **10.8 Third Parties.**

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

### **10.9 Non Discrimination Policy.**

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

**10.10 No Assignment**

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

**10.11 Survivability.**

The terms of Section 9.G. entitled “Hold Harmless Agreement”, shall survive termination of this Agreement.

**10.12 Entire Agreement.**

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. In the event any separate Statements of Work are subsequently executed by the parties and are in conflict with the provisions of this Agreement, then the provisions of this Agreement shall prevail over any such conflicting provisions. Any pre-printed terms and conditions of Swope’s and City’s business forms shall be without legal effect with respect to this Agreement or any subsequent Statements of Work.

**10.13 Order of Precedence of Contract Documents**

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and Swope is deemed to have based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement; 2) Request for Proposals No. 33-2024-74; and 3) Swope’s Response to Request for Proposals No. 33-2024-74 dated March 12, 2024.

**10.14 Electronic Signatures**

Electronic signatures and other signed copies transmitted electronically in PDF or similar format shall be treated as originals.

**IN WITNESS WHEREOF**, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

**CITY OF HUNTSVILLE, ALABAMA**

By: \_\_\_\_\_

Tommy Battle

Its: Mayor

Attest: \_\_\_\_\_

Shaundrika Edwards

Its: Clerk

**CAROLINE SWOPE d/b/a  
KINGSTREE STUDIOS**



\_\_\_\_\_

Attest: Principal \_\_\_\_\_

# Exhibit A

March 12, 2024

Caroline T. Swope, M.S.H.P., Ph.D.  
1038 Jackson Street SE  
Decatur, AL 35601

City of Huntsville  
Procurement Services  
P. O. Box 308  
Huntsville, Alabama 35804

**RE: Historic Resource Survey of Terry Heights Phase II  
RFP #33-2024-74**

Kingtree Studios is pleased to respond to the City of Huntsville's RFP for a Historic Resource Survey of Terry Heights Phase II. As requested, the proposal is divided into this format:

- Tab 1 Transmittal letter (this page)
  - Tab 2 Proposer Information: Appendix H & J
  - Tab 3 Qualifications & Experience of Proposer
  - Tab 4 Scope of Work
  - Tab 5 Appendix G
  - Tab 6 n/a
- Sealed envelope with bid (Appendix G)

Thank you for your consideration,



Caroline T. Swope, M.S.H.P., Ph.D.  
[cswope@nventure.com](mailto:cswope@nventure.com)

**Tab 2:**

**Proposer Information  
Appendix H & J**

**APPENDIX H  
CITY OF HUNTSVILLE, ALABAMA  
PROPOSER INFORMATION & ACKNOWLEDGEMENTS**

**3.1 PROPOSER INFORMATION**

Business Organization

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

Caroline T. Swepe

Doing-Business-As Name of Proposer:

Kingstree Studios

Principal Office Address:

1038 Jackson St SE  
Decatur, AL 35601

Telephone Number: 253-370-6984

Fax Number: N/A

Form of Business Entity [check one ("X")]

- Corporation
- Partnership
- Individual
- Joint Venture
- Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation: \_\_\_\_\_

Location of incorporation: \_\_\_\_\_

The corporation is held: Publicly  Privately

Names and titles of corporate officers:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Partnership Statement

If a partnership, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
The partnership is: General \_\_\_ Limited \_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
JV Agreement recorded? Yes \_\_\_ No \_\_\_

Name, address of each Joint Venturer and percent of ownership of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3.2 CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE**

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes \_\_\_\_\_ No   
If "Yes," Department \_\_\_\_\_

Member of Household City Employee Yes \_\_\_\_\_ No   
If "Yes," Name (s) \_\_\_\_\_

Anyone associated with your company a City Employee Yes \_\_\_\_\_ No   
If "Yes," Name (s) \_\_\_\_\_



**3.3 CONTRACTOR E-VERIFY – NOTICE**

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

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

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

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

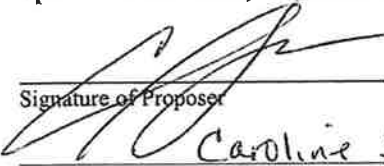
**3.4 ACKNOWLEDGEMENTS**

I hereby certify that I have read and understand the City of Huntsville’s General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this RFP. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the RFP supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of the firm named below I do hereby certify and represent that this business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

  
Signature of Proposer  
Caroline Swope  
Print or Type Name of Proposer

March 12, 2024  
Date

Kingstree Studios  
Legal Name of Firm

1038 Jackson St ES  
Mailing Address

Decatur AL 35601  
City State Zip Code  
253-370-6984 N/A  
Phone Fax

cswope@nventure.com  
Email Address

N/A  
Website Address

**APPENDIX J  
REPORT OF OWNERSHIP FORM**

**CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM**

**A. General Information.** Please provide the following information:

■ Legal name(s) (Include "doing business as", if applicable): Caroline Swape dba "Kingstree Studios"

■ City of Huntsville current taxpayer identification number (if available):  
52063

(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.)

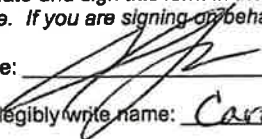
**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

<b>Type of Ownership (check appropriate box)</b>	<b>Entity I. D. Number &amp; Applicable State</b>
<input checked="" type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, **are not required unless:** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature:  Title (if applicable): \_\_\_\_\_  
 Type or legibly write name: Caroline Swape Date: 3/12/2024

**Tab 3:**

**Qualification and Experience of Proposer**

### **1.1 Experience, Statement of Project Understanding, and Special Qualifications: Factors A and D**

Dr. Swope's expertise in regional architecture led to her hiring by the Society of Architectural Historians to write multiple encyclopedia articles on Huntsville architecture, including some of the region's best known Mid-Century Modern buildings. Dr. Swope has taught architectural history at local colleges and universities for decades and was hired by the Historic Huntsville Foundation to develop a walking tour of Huntsville architecture, including a key post-WWII era example, the Madison County Courthouse. A former resident of Huntsville, Dr. Swope knows the area and its archival resources well.

*Special Qualifications & Experience:* Huntsville's history is clearly showcased by its architectural identity of the 1940s-1960s, and Dr. Swope is in a unique position to tie these two components together. Dr. Swope is a recognized leader in the field of architectural history, with substantial professional work mid-century Modern architecture, specifically Huntsville's mid-century modern architecture. Dr. Swope recently completed the survey work for Phase I of the Terry Heights neighborhood and for the neighboring Magnolia Terrace. She completed the survey work and National Register Nomination of Edmonton Heights, Huntsville's planned neighborhood for African Americans that abuts the campus of A&M. This project was highlighted by the National Park Service for recognition of its excellent content. Dr. Swope has also been asked to speak at professional conferences on Post-WWII era architectural styles, building materials, and specifically Huntsville's Post WWII era architecture. She recently completed a chapter addressing the development of Huntsville's modern architecture for a *NASA and the American South*, edited by the NASA chief historian, Brian Odom, and submitted a successful Alabama Historic Register nomination for Huntsville's Neo-Formalist First Baptist Church.

*Project Understanding & Approach:* This project is a CLG funded field-based survey of 290 buildings within the historically Terry Heights neighborhood. All submitted field forms need to comply with AHC standards, and the survey report needs to identify any possible National Register district that could be associated with the project, and identify areas for additional research. Implementation of the project includes contact with city and state preservation personnel, community meetings, field and archival research, and intensive photography. It will also include visits to county archives to locate the original plat maps, if available.

### **1.2 Products & History: Factor C**

Kingstree Studios has a solid history of producing historic resource survey work for the City of Huntsville and other municipalities in Alabama and other states. Recent projects include:

- Terry Heights I, Huntsville (2022-2023): Project included survey and community outreach for a neighborhood of 162 houses.

- Magnolia Terrace, Huntsville (2021-2022): Project included survey and substantial community outreach for a neighborhood of 219 houses. This traditionally African American neighborhood was one of the earliest subdivisions specifically platted for African Americans, some portions of the neighborhood were developed by African Americans.
- Rosedale Neighborhood, Homewood, Alabama (2021-2022): Project included updating two prior surveys for and organizing the data from all three surveys. The project scope included 177 properties and updating the period of significance for the district, focusing on the post WWII era.
- Whitesburg Estates, Huntsville (2020-2021): A post WWII era suburb locally planned primarily for workers at Redstone Arsenal, with 187 houses. As part of the reconnaissance survey, Dr. Swope identified strong architectural trends towards a conservative thematic vocabulary, split between standard Ranch houses and Colonial Revival styles. A connection between the transformation of the city from farming to military/industrial to real estate speculation was also made with the original developers. Survey report included recommendation for listing the neighborhood on the National Register of Historic Places.
- Edmonton Heights Survey, Huntsville (2018-2019): A planned suburb for African Americans, with approximately 261 houses. This project was a reconnaissance survey tasked with examining basic eligibility. As part of this broader survey Dr. Swope reached out to the local Masonic Order (building constructed the same time as many of the Edmonton Heights residences) and is adjacent to the neighborhood. She was given access to their organizational files to cross reference early residents. Dr. Swope's background in architectural history, and specifically mid-century modernism, allowed her to categorize and identify several dozen architectural subtypes, laying the groundwork for tagging architectural plans that were reused in the development. Project also included locating the original plat maps and covenants for the neighborhood. Understanding of this data was crucial for compiling the National Register Nomination for Edmonton Heights.
- Blossomwood, Medical, and Mayfair Neighborhood Survey, Huntsville (2019-2020): This was a predictive survey of three different neighborhoods, assisting the municipality in determining the likelihood of any of the neighborhoods meeting qualifications for National Register Status. 2134 buildings were reviewed, with survey forms filled out for 240 properties. Blossomwood houses ranged from late 19<sup>th</sup> century to post WWII era structures, while those in the Medical and Mayfair neighborhoods were predominately post WWII era houses.
- Tuscumbia, Alabama (2019): A resurvey of the more than 600 buildings encompassing the Tuscumbia, National Register District, 1985. This was a

resurvey of the original district and a review of neighboring streets to determine if the original district needed to be expanded or reduced. Buildings ranged from pre-Civil War commercial and residential buildings to post WWII residential and commercial buildings.

Kingstree Studios has provided cultural resource management services covering a wide range of preservation services. This include, but are not limited to: survey and inventory work, design review, Section 106, mitigation, preservation law and code, Federal and CLG tax credits, economic development with the Main Street Program, HABS/HAER survey for the federal government, and national and local register nominations, both individual and district. The firm has also provided staffing for CLG municipalities, and has updated code and design review guidelines for governments.

Her clients have included large and small municipalities, private property owners, public school districts, churches, non-profits, and the federal government. She has experience serving on local preservation commissions and has been a landmark chair, reporting directly to elected municipal leaders. She also has substantial experience with preservation non-profits, and engaging private, non-profit, and governmental agencies to work in tandem to achieve community preservation goals. She has produced cultural resource management projects in six states, Alabama, North Carolina, Virginia, Indiana, California, and Washington. She has won preservation awards on almost a dozen projects, and her work with the government sector was described as a national model by the National Trust for Historic Preservation, and recently lauded by the National Park Service.

### **1.3 Personnel Resources: Factor B**

*Qualifications:* Dr. Swope, the principal of Kingstree Studios, holds a Masters in Historic Preservation (M.S.H.P.) and a Ph.D. in architectural history. She has more than thirty years of professional experience in historic preservation. Because of her unique professional background, she holds dual Federal qualifications, and can serve as both an architectural historian under the Secretary of the Interior's Professional Standards, as defined in the Code of Federal Regulations, 36 CFR, Part 61 and as a historian. She has prepared several thousand historic resource survey forms, in multiple states. In Alabama she has prepared survey forms for the cities of Huntsville (Terry Heights I, Magnolia Terrace, Edmonton Heights, Medical District, Mayfair, Blossomwood, and Whitesburg Estates), Tuscumbia, and Homewood.

Dr. Swope the sole lead and researcher for this project, and is ready to start work once the contract is approved.

**1.4 Product Support: n/a**

**1.5 Product/Customer References**

Katie Stamps, Preservation Planner  
City of Huntsville  
308 Fountain Circle  
Huntsville, AL 35801

256-650-4779

Judge David Breland, Coordinator  
Former staff support for the Decatur Historic Preservation Commission  
402 Lee Street NE  
Decatur, AL 35601

256-565-3788

Donna Castellano  
Historic Huntsville Foundation  
124 Southside Square  
Huntsville, AL 35801

256-508-5372

Rueben McKnight, Historic Preservation Officer, City of Tacoma  
Planning and Development Services, 747 Market Street, 3<sup>rd</sup> Floor,  
Tacoma, WA 98402

253-591-5220

**Tab 4:**  
**Scope of Work**



### **1.6 General & Timeframe (Factor E)**

Dr. Swope will handle all aspects of this project, from consulting directly with city officials and the preservation commission, working with the Alabama Historical Commission, leading public outreach and informational sessions, surveying the buildings within the project boundaries, and writing all architectural descriptions. She will also complete the final survey report summarizing the findings. She has met or exceeded delivery timelines on all of her past projects.

Survey and inventory work involves consultations with neighborhood residents, the AHC and municipality staff. A substantial period of field time is used to gather photographs and gather building descriptions, which is augmented with professional archival research and resources provided by neighborhood residents who may have their own artifacts to share. This project includes the survey and inventory of 290 properties in the Terry Heights neighborhood.

April - May 2024: Preliminary assessment of site, meet with the city and the Alabama Historical Commission to discuss project. Hold a public meeting to inform the Terry Heights neighborhood of the survey process, timeline, and requirements.

May 2024 - June 2024: Field survey and archival research for approximately 290 properties. Survey forms and a draft report will be compiled meeting standards set by the Alabama Historical Commission.

July 2024: Final survey report and eligibility findings for listing in the National Register of Historic Places will be submitted to the city and the state for final review.

September 2024: Summary meeting held for the public presenting the final survey results, final consultation with the city and state.

Project completed no later than September 25, 2024. Dr. Swope has met or exceeded delivery timelines on her past projects.

### **1.7 Limitations on RFP Information**

n/a