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

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

CITY COUNCIL CHAMBERS **5:30 PM** **Thursday, March 9, 2023**

REGULAR MEETING OF THE CITY COUNCIL

CALL TO ORDER

1. INVOCATION

Offered by: Dr. Spright E. Simpson III, with West Mastin Lake Baptist Church and Huntsville Public Safety Chaplains Director

2. PLEDGE OF ALLEGIANCE

Led by: Councilmember David Little

3. APPROVAL OF THE AGENDA

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

a. **2023-001** Minutes of Regular Meeting of the City Council held February 23, 2023. (Minutes Received)

5. MAYOR: SPECIAL RECOGNITIONS

a. **2023-002** Presentation of Life Saving Medal.

Sponsors: Police

6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS

Special Recognitions

Resolutions for Approval and Presentation

Resolutions for Approval Only

7. ANNOUNCEMENTS AND PRESENTATIONS

a. **2023-003** Presentation by Community Action Partnership.

b. **2023-004** Presentation by Family Services Center.

8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE

9. PUBLIC HEARINGS TO BE HELD

a. **2023-005** Public hearing authorizing the City Clerk-Treasurer to issue a shuttle license to Terry James d/b/a Express Taxi and Shuttle, LLC., for the operation of three (3) taxis and the consideration of a Resolution pertaining to the same. (Set February 23, 2023, Regular Council Meeting)
Resolution No. 23-156

Sponsors: Parking/Public Transit

Attachments: Express Taxi and Shuttle 230309

10. PUBLIC HEARINGS TO BE SET

a. **2023-006** Resolution to set a public hearing on the rezoning of 2.14 acres of land lying on the west side of Jordan Lane, south of Holmes Avenue, and north of I-565 from Residence 1-B District to Neighborhood Business C-1 District; and the introduction of an Ordinance pertaining to the same. (Set April 27, 2023 Regular Council Meeting)
Resolution No. 23-157
Ordinance No. 23-158

Sponsors: Planning

Attachments: Jordan Lane Rezoning

b. **2023-007** Resolution to set a public hearing on the rezoning of 81.55 acres of land lying on the east side of Memorial Parkway, south of Clinton Avenue, and north of Bob Wallace Avenue from Residence 1-B, General Business C-3, and Heavy Industry districts to Residence 2-A and Highway Business C-4 districts; and the introduction of an Ordinance pertaining to the same. (Set April 27, 2023 Regular Council Meeting)
Resolution No. 23-159
Ordinance No. 23-160

Sponsors: Planning

Attachments: Memorial Pkway Rezoning

c. **2023-008** Resolution to set a public hearing on the zoning of 4.50 acres of land lying on the east side of US Hwy 431 S and west of Wade Rd. to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set April 27, 2023 Regular Council Meeting)
Resolution No. 23-161
Ordinance No. 23-162

Sponsors: Planning

Attachments: Young Zoning

11. AGENDA RELATED PUBLIC COMMENTS

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

12. MAYOR COMMENTS

13. COUNCILMEMBER COMMENTS

Councilmember Jennie Robinson

Councilmember Bill Kling

Councilmember Devyn Keith

Councilmember David Little

Councilmember John Meredith

14. FINANCE COMMITTEE REPORT

a. **2023-009** Resolution authorizing expenditures for payment.
Resolution No. 23-163

Sponsors: Finance Committee

Attachments: Expenditures - Complete

b. **2023-010** Resolution authorizing travel for Council Member Devyn Keith to Washington, D.C. March 25 - 29, 2023 for the Huntsville/Madison Co. Chamber of Commerce 2023 Washington, D.C. trip.
Resolution No. 23-164

Sponsors: Keith

Attachments: D. Keith DC Trip 2023.docx

15. BOARD APPOINTMENTS TO BE VOTED ON

16. BOARD APPOINTMENT NOMINATIONS

a. **2023-011** Nomination to reappoint Todd Howard to the Madison County 310 Board, City Place 7 (his current seat), for a six (6) year term to expire April 1, 2029.

Sponsors: Robinson

b. **2023-012** Nomination to reappoint Marlena Primeau to the Madison County 310 Board, City Place 8 (her current seat), for a six (6) year term to expire April 1, 2029.

Sponsors: Robinson

c. **2023-013** Nomination to reappoint John Beard to the Bingo Review Committee to his current seat for a two (2) year term to expire April 8, 2025.

Sponsors: Meredith

d. **2023-014** Nomination to reappoint William Tumminello to the Bingo Review Committee to his current seat for a two (2) year term to expire April 8, 2025.

Sponsors: Kling

e. **2023-015** Nomination to reappoint Joyce LeDuc-Hampton to the Bingo Review Committee to her current seat for a two (2) year term to expire April 8, 2025.

Sponsors: Kling

f. **2023-016** Nomination to reappoint Sidney White to Wellstone Inc., Place 7 (her current seat), for a six (6) year term to expire April 1, 2029

Sponsors: Robinson

g. **2023-017** Nomination to reappoint Richard Godwin, to the Community Development Citizens Advisory Council, Place 12 (his current seat), for a three (3) year term to expire April 14, 2026.

Sponsors: Kling

h. **2023-018** Nomination to reappoint Noel Castellanos, to the Community Development Citizens Advisory Council, Place 11 (her current seat), for a three (3) year term to expire April 14, 2026.

Sponsors: Meredith

i. **2023-019** Nomination to appoint Bonita Gill to the Community Development Citizens Advisory Council, Place 5, to the seat previously held by Patricia King for a three (3) year term to expire April 14, 2026.

Sponsors: Kling

j **2023-064** Nomination to reappoint Janice Johnson to the Health Care Authority of the City of Huntsville, Place 1 (her current seat), for a six (6) year term to expire April 15, 2029.

Sponsors: Meredith

k **2023-065** Nomination to reappoint Tharon Honeycutt to the Health Care Authority of the City of Huntsville, Place 2 (his current seat), for a six (6) year term to expire April 15, 2029.

Sponsors: Kling

18. LEGAL DEPARTMENT ITEMS/TRANSACTIONS

Vacation of Easements

Vacation of Rights-of-Way

Deeds of Acceptance

19. UNFINISHED BUSINESS ITEMS FOR ACTION

a. **2022-1311** Ordinance declaring certain property as surplus and no longer needed for Municipal use. (Introduced February 23, 2023, Regular Council Meeting)
Ordinance No. 23-150

Sponsors: Water Pollution

Attachments: March 2023 Disposal Ordinance-FINAL

b. **2022-1312** Ordinance to amend Ordinance No. 89-79, Classification and Salary Plan Ordinance. (Introduced February 23, 2023, Regular Council Meeting)
Ordinance No. 23-151

Sponsors: Human Resources

Attachments: Classification and Salary Plan Ordinance 89-79 -COMPLETE

c. **2022-1313** Ordinance to amend the Budget Ordinance No. 22-736 to modify the authorized strength of the departments. (Introduced February 23, 2023, Regular Council Meeting)
Ordinance No. 23-152

Sponsors: Human Resources

Attachments: Budget Ordinance No. 22-736 COMPLETE

d. **2022-1314** Ordinance annexing 3.44 acres of land lying on the north side of US Hwy 72 W and east of Old Railroad Bed Road. (Introduced February 23, 2023, Regular Council Meeting)
Ordinance No. 23-153

Sponsors: Planning

Attachments: Copper Line Annexation

e. **2022-1316** Ordinance amending the Code of Ordinances of the City of Huntsville, Chapter 2, Administration, Article VII, Departments, Department Heads and Other Appointed Officers. (Introduced February 23, 2023, Regular Council Meeting)
Ordinance No. 23-155

Sponsors: Administration

Attachments: 2023-03-09 Ordinance Amendment - 23-155 Substitute A.pdf

20. NEW BUSINESS ITEMS FOR CONSIDERATION OR ACTION

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

a. **2023-020** Resolution authorizing travel expenses.
Resolution No. 23-165

Sponsors: Finance

Attachments: Travel Resolution Complete

b. **2023-021** Resolution authorizing the acceptance of donations.
Resolution No. 23-166

Sponsors: Finance

Attachments: Acceptance of Donations Complete.pdf

c. **2023-022** Resolution authorizing a portion of the proceeds of certain future borrowings to reimburse the 1990 Capital Projects Fund of the City for expenditures incurred prior to borrowing issuance.
Resolution No. 23-167

Sponsors: Finance

Attachments: Public Buildings and General Public Improvements - Complete

d. **2023-023** Ordinance amending Budget Ordinance No. 22-736, by changing appropriated funding for various departments and funds.
Ordinance No. 23-168

Sponsors: Finance

Attachments: Budget Amendment Complete

e. **2023-024** Ordinance approving appropriations, goods, or services for District 1 Council Improvement Funds.
DELETED

Sponsors: City Council

Attachments: District I Council Improvement-Complete

f. **2023-025** Resolution authorizing the Mayor to enter a contract with Fifth Asset, Inc., d/b/a DebtBook for financial software to implement GASB Statement 87 - Leases.
Resolution No. 23-170

Sponsors: Finance

Attachments: DebtBook-Complete

g. **2023-026** 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. 23-171

Sponsors: Finance

Attachments: Procurement Complete

h. **2023-027** Resolution authorizing the Mayor to enter into a Lease Agreement between the City of Huntsville and Taco Mama Huntsville, LLC.
Resolution No. 23-172

Sponsors: Urban Development

Attachments: Taco Mama Lease Agreement Complete.pdf

i. **2023-028** Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and 4Ward Media.
Resolution No. 23-173

Sponsors: Administration

Attachments: 2023-03-09 4Ward Media.pdf

j. **2023-029** Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and Sound Source, Inc.
Resolution No. 23-174

Sponsors: Administration

Attachments: 2023-03-09 Sound Source.pdf

k. **2023-030** Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and Amanda Elliott.
Resolution No. 23-175

Sponsors: Administration

Attachments: 2023-03-09 Amanda Elliott.pdf

l. **2023-031** Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and Jeff White, DBA Jeff White Photographer.
Resolution No.23-176

Sponsors: Administration

Attachments: 2023-03-09 Jeff White.pdf

m. **2023-032** Resolution authorizing the Mayor to execute Modification No. 1 to the Enrollment Agreement between the City of Huntsville and Blue Cross Blue Shield of Alabama to add Flex Access Program effective July 1, 2023.
Resolution No. 23-177

Sponsors: Human Resources

Attachments: Complete Agreement for Blue Cross Blue Shield Modification 3.9.

n. **2023-033** Resolution authorizing the Mayor to enter into a Contract by and between the City of Huntsville and Huntsville Botanical Garden to secure a venue for the Longevity Banquet for eligible employees.
Resolution No. 23-178

Sponsors: Human Resources

Attachments: Botantical Garden - COMPLETED Contract

o. **2023-034** Resolution authorizing the Mayor to execute Change Order No. 1 to the agreement between the City of Huntsville and Miller & Miller, Inc., for construction services for the John Hunt Park Kids Space Phase II.
Resolution No. 23-179

Sponsors: General Services

Attachments: Complete-CO1Miller-JHPKidsSpPH2.pdf

p. **2023-035** Resolution authorizing the Mayor to execute Change Order No. 4 to the agreement between the City of Huntsville and Turner Construction Company for the construction services for the New City Hall.
Resolution No. 23-180

Sponsors: General Services

Attachments: Complete-TurnerCO4-CityHall.pdf

q. **2023-036** Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and Huntsville Sports Commission, Inc.
Resolution No. 23-181

Sponsors: Parks & Recreation

Attachments: Complete - Huntsville Sports Commision.pdf

r. **2023-037** Resolution authorizing the Mayor to submit an application on behalf of the City of Huntsville, to the Bloomberg Initiative for Cycling Infrastructure (BICI) grant program, for the Downtown Active Transportation Connectivity Action Plan.
Resolution No. 23-182

Sponsors: Planning

Attachments: City of Huntsville_BICI Grant Application.pdf

s. **2023-038** Resolution authorizing the Mayor to execute Modification No 1 to Agreement between City of Huntsville and Midsouth Paving, Inc., for Periodic Bid for Concrete Work-2022.
Resolution No. 23-183

Sponsors: Public Works

Attachments: Coversheet, Res & Mod.pdf

t. **2023-039** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and AshaKiran, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.
Resolution No. 23-184

Sponsors: Community Development

Attachments: AK ESG FY2022 complete

u. **2023-040** Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and Community Action Partnership of Huntsville/Madison and Limestone Counties, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.
Resolution No. 23-185

Sponsors: Community Development

Attachments: CAP ESG 2022 complete

v. **2023-041** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Crisis Services of North Alabama, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.
Resolution No. 23-186

Sponsors: Community Development

Attachments: Crisis Services ESG FY 2022 complete

w. **2023-042** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Disabled American Veterans, Chapter #26, for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.
Resolution No. 23-187

Sponsors: Community Development

Attachments: DAV #26 ESG 2022 complete

x. **2023-043** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and First Stop, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.
Resolution No. 23-188

Sponsors: Community Development

Attachments: First Stop ESG FY 2022 complete

y. **2023-044** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Family Services Center, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant Funds.
Resolution No. 23-189

Sponsors: Community Development

Attachments: FSC 2022 ESG complete

z. **2023-045** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and New Futures, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.
Resolution No. 23-190

Sponsors: Community Development

Attachments: New Futures 2022 ESG complete

aa. **2023-046** Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Wellstone, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.
Resolution No. 23-191

Sponsors: Community Development

Attachments: Wellstone 2022 ESG complete

ab. **2023-047** Resolution authorizing the Clerk-Treasurer to invoke Servis First Bank Letter of Credit No. 41586 for the Preserve at Clayton's Pond II.
Resolution No. 23-192

Sponsors: Legal

Attachments: Preserve LOC 41586 Complete.pdf

ac. **2023-048** Resolution authorizing the Clerk-Treasurer to invoke Servis First Bank Letter of Credit No. 16244 for the Preserve at Clayton Pond II.
Resolution No. 23-193

Sponsors: Legal

Attachments: Preserve LOC 16244 Complete.pdf

ad. **2023-049** Resolution authorizing the Clerk-Treasurer to invoke Bank Independent Letter of Credit No. 30014146 for The Preserve at Limestone Creek Phase 2A.
Resolution No. 23-194

Sponsors: Legal

Attachments: Preserve Limestone LOC Complete.pdf

ae. **2023-050** Resolution authorizing the Clerk-Treasurer to invoke SouthState Bank Letter of Credit No. 90570397 for Chase Creek II Part B.
Resolution No. 23-195

Sponsors: Legal

Attachments: Chase Creek LOC Complete.pdf

af. **2023-051** Resolution authorizing the Clerk-Treasurer to invoke First Bank Letter of Credit No. 1750073437 for Watts Glenn Subdivision.
Resolution No. 23-196

Sponsors: Legal

Attachments: Watts Glenn LOC Complete.pdf

ag. **2023-052** Resolution authorizing the Clerk-Treasurer to invoke Bank of Frankewing Letter of Credit No. 15322000 for Monte Sano Cove.
Resolution No. 23-197

Sponsors: Legal

Attachments: Monte Sano LOC 2000 Complete.pdf

ah. **2023-053** Resolution authorizing the Clerk-Treasurer to invoke Bank of Frankewing Letter of Credit No. 15322100 for Monte Sano Cove.
Resolution No. 23-198

Sponsors: Legal

Attachments: Monte Sano LOC 2100 Complete.pdf

ai. **2023-054** Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Brenda M. Martin.
Resolution No. 23-199

Sponsors: Administration

Attachments: 2023-03-09 Brenda Martin Complete.pdf

aj. **2023-055** Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Ola Tibbs.
Resolution No. 23-200

Sponsors: Human Resources

Attachments: Completed Agreement

ak. **2023-056** Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Greg Spruell.
Resolution No. 23-201

Sponsors: Fire and Rescue

Attachments: Spruell 2023 Complete

21. NEW BUSINESS ITEMS FOR INTRODUCTION

a. **2023-057** Introduction of an Ordinance to amend Division 23 of article VIII of the Code of Ordinances relating to the Von Braun Center Board of Control.
Ordinance No. 23-202

Sponsors: Legal

Attachments: VBC Code of Ordinances Complete.pdf

b. **2023-058** Introduction of an ordinance annexing 56.75 acres of land lying on the east side of South Memorial Pkwy and south of Hobbs Island Rd.
Ordinance No. 23-203

Sponsors: Planning

Attachments: Park Annexation-Complete

c. **2023-059** Introduction of an Ordinance declaring certain property surplus and no longer needed for Municipal use.
Ordinance No. 23-204

Sponsors: Parking/Public Transit

Attachments: Ordinance Surplus by Auction 230309.docx complete

d. **2023-060** Introduction of an Ordinance declaring one (1) 2012 Ford Goshen E325E Pacer II modified passenger van as surplus and no longer needed for municipal use and authorizing the Mayor to enter into an Agency Agreement between the City of Huntsville and the Alabama School of Cyber Technology & Engineering for said donation.
Ordinance No. 23-205

Sponsors: Parking/Public Transit

Attachments: Surplus Property-Complete

e. **2023-061** Introduction of an Ordinance declaring equipment surplus and authorizing the surplus equipment to be sold to an unspecified vendor.
Ordinance No. 23-206

Sponsors: Fleet Department

Attachments: Surplus Complete

f. **2023-062** Introduction of an Ordinance declaring certain equipment surplus and to be recycled for monetary value.
Ordinance No. 23-207

Sponsors: Fleet Department

Attachments: FleetVehicleSurplus.pdf

g **2023-063** Introduction of an Ordinance authorizing the disposal of surplus equipment to be donated to the Madison County Communications District.
Ordinance No. 23-208

Sponsors: ITS

Attachments: Madison County District donation.pdf

22. SECOND ROSTER PUBLIC COMMENTS

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

23. ADJOURNMENT

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308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-001

Department: Clerk-Treasurer

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

Minutes of Regular Meeting of the City Council held February 23, 2023. (Minutes Received)

Finance Information:

Account Number: N/A

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-002

Department: Police

Subject:

Type of Action: Presentation

Presentation of Life Saving Medal.

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

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

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: **(list below)**

Address: N/A

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-003

Department: Administration

Subject:

Type of Action: Choose an item.

Presentation by Community Action Partnership.

Type of Document: Choose an item.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location: (list below)

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:** 3/9/2023 **File ID:** 2023-004

Department: Administration

Subject:

Type of Action: Choose an item.

Presentation by Family Services Center.

Type of Document: Choose an item.

Finance Information:

Account Number: Click or tap here to enter text.

City Cost Amount: $

Total Cost: $

Special Circumstances:

Grant Funded: $

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

Resolution #: Click or tap here to enter text.

Location: (list below)

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:** 3/9/2023 **File ID:** 2023-005

Department: Public Transit

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

Public hearing authorizing the City Clerk-Treasurer to issue a shuttle license to Terry James d/b/a Express Taxi and Shuttle, LLC., for the operation of three (3) taxis and the consideration of a Resolution pertaining to the same. (Set February 23, 2023 Regular Council Meeting)

Type of Document: Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency:

Resolution #: N/A

Location: (list below)

Address: N/A
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:** 3/9/2023 **File ID:** TMP-2688

Department: Public Transit

Subject:

Type of Action: Approval/Action

Public hearing authorizing the City Clerk-Treasurer to issue a shuttle license to Terry James d/b/a Express Taxi and Shuttle, LLC., for the operation of three (3) taxis and the consideration of a Resolution pertaining to the same. (Set February 23, 2023 Regular Council Meeting)

Type of Document: Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency:

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

RESOLUTION NO. 23-____

WHEREAS, Terry James d/b/a Express Taxi and Shuttle, LLC, has hereto made application to the City Council of the City of Huntsville for a Certificate of Public Convenience and Necessity for the operation of three (3) taxis in the City of Huntsville; and

WHEREAS, a public hearing was held at 5:30 P.M. on the 9th day of March, 2023, for the purpose of determining the public convenience and necessity for the operation of said service in accordance with the provisions of Chapter 22 of the Code of Ordinances of the City of Huntsville as amended; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that further taxi service is required by public convenience and necessity, that said applicant is qualified and able to perform such transportation under the provisions of Chapter 22 of the Code of Ordinances of the City of Huntsville as amended.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to issue a special shuttle license to Terry James d/b/a Express Taxi and Shuttle, LLC for the operation of three (3) taxis upon compliance with the provisions of said Chapter 22 of the Code of Ordinances of the City of Huntsville amended, and from year to year thereafter until the 1st day of January 2025, unless sooner terminated for cause as provided in said Chapter 22 of the Code of Ordinances of the City of Huntsville as amended.

ADOPTED this the 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
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:** 3/9/2023 **File ID:** 2023-006

Department: Planning

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

Resolution to set a public hearing on the rezoning of 2.14 acres of land lying on the west side of Jordan Lane, south of Holmes Avenue, and north of I-565 from Residence 1-B District to Neighborhood Business C-1 District; and the introduction of an Ordinance pertaining to the same. (Set April 27, 2023 Regular Council Meeting)

Type of Document: Resolution No.
Ordinance No.

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: Res: March 29th & April 5th; Ord: May 3rd

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Recommended by Planning Commission.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2671

Department: Planning

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

Resolution to set a public hearing on the rezoning of 2.14 acres of land lying on the west side of Jordan Lane, south of Holmes Avenue, and north of I-565 from Residence 1-B District to Neighborhood Business C-1 District; and the introduction of an Ordinance pertaining to the same. (Set April 27, 2023 Regular Council Meeting)

Type of Document: Resolution No.
Ordinance No.

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: Res: March 29th & April 5th; Ord: May 3rd

Finance Information:

Account Number: n/a

City Cost Amount: **$** 0

Total Cost: **$** 0

Special Circumstances:

Grant Funded: **$** 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Recommended by Planning Commission.

RESOLUTION NO. 23-157

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

(1) The rezoning of certain land lying on the west side of Jordan Lane, south of Holmes Avenue, and north of I-565 from Residence 1-B District to Neighborhood Business C-1 District.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Speakin' Out News on the 29th day of March, 2023, and the second publication shall be one week thereafter on the 5th day of April, 2023, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

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

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

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 27th day of April, 2023, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 23-158, which is introduced by the City Council of the City of Huntsville on the 9th day of March, 2023, amending the Zoning Ordinance of the City of Huntsville, Alabama.

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

ORDINANCE NO. 23-158

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

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

1. That the following area, land lying on the west side of Jordan Lane, south of Holmes Avenue, and north of I-565, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Residence 1-B District, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Neighborhood Business C-1 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Section 4, Township 04 South, Range 01 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as beginning at a point located at the Northeast corner of Section 4; thence South 53 Degrees 41 Minutes 39 Seconds West 631.58 feet to a point; said point is further described as the Point of True Beginning; thence South 1 Degrees 57 Minutes 31 Seconds West 61 feet to a point; thence North 88 Degrees 43 Minutes 30 Seconds West 76.92 feet to a point; thence North 1 Degrees 59 Minutes 53 Seconds East 61 feet to a point; thence South 88 Degrees 43 Minutes 30 Seconds East 76.87 feet to the Point of True Beginning and containing 0.11 acres more or less.

INCLUDING

All that part of Section 4, Township 04 South, Range 01 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as beginning at a point located at the Northeast corner of Section 4; thence South 40 Degrees 40 Minutes 33 Seconds West 797.86 feet to a point; said point is further described as the Point of True Beginning; thence South 1 Degrees 38 Minutes 29 Seconds West 60 feet to a point; thence South 0 Degrees 50 Minutes 58 Seconds West 120 feet to a point; thence South 1 Degrees 31 Minutes 9 Seconds West 732.33 feet to a point; thence South 88 Degrees 30 Minutes 1 Seconds East 0.44 feet to a point; thence South 3 Degrees 27 Minutes 23 Seconds West 50.23 feet to a point; thence North 89 Degrees 6 Minutes 1 Seconds West 76.16 feet to a point; thence North 1 Degrees 24 Minutes 49 Seconds East 51 feet to a point; thence North 1 Degrees 7 Minutes 0 Seconds East 69 feet to a point; thence North 1 Degrees 15 Minutes 0 Seconds East 76 feet to a point; thence North 1 Degrees 14 Minutes 58 Seconds East 62.77 feet to a point; thence North 2 Degrees 13 Minutes

33 Seconds East 70.01 feet to a point; thence North 1 Degrees 54 Minutes 15 Seconds East 70 feet to a point; thence North 1 Degrees 30 Minutes 0 Seconds East 72.96 feet to a point; thence North 1 Degrees 29 Minutes 58 Seconds East 67.04 feet to a point; thence North 1 Degrees 29 Minutes 59 Seconds East 70 feet to a point; thence North 1 Degrees 30 Minutes 0 Seconds East 78.96 feet to a point; thence North 2 Degrees 0 Minutes 0 Seconds East 95.3 feet to a point; thence North 1 Degrees 59 Minutes 59 Seconds East 120.01 feet to a point; thence North 2 Degrees 0 Minutes 0 Seconds East 60 feet to a point; thence South 88 Degrees 43 Minutes 32 Seconds East 73.83 feet to the Point of True Beginning and containing 1.70 acres more or less.

INCLUDING

All that part of Section 4, Township 04 South, Range 01 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as beginning at a point located at the Northeast corner of Section 4; thence South 18 Degrees 6 Minutes 21 Seconds West 1702.8 feet to a point; said point is further described as the Point of True Beginning; thence South 2 Degrees 26 Minutes 45 Seconds West 118.16 feet to a point; thence North 89 Degrees 16 Minutes 47 Seconds West 90.04 feet to a point; thence North 2 Degrees 21 Minutes 43 Seconds East 118.61 feet to a point; thence South 88 Degrees 59 Minutes 37 Seconds East 90.2 feet to the Point of True Beginning and containing 0.24 acres more or less.

INCLUDING

All that part of Section 4, Township 04 South, Range 01 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as beginning at a point located at the Northeast corner of Section 4; thence South 15 Degrees 9 Minutes 17 Seconds West 2083.12 feet to a point; said point is further described as the Point of True Beginning; thence South 1 Degrees 49 Minutes 14 Seconds West 125.08 feet to a point; thence North 88 Degrees 11 Minutes 13 Seconds West 28.29 feet to a point; thence North 0 Degrees 44 Minutes 4 Seconds East 132.01 feet to a point; thence South 75 Degrees 32 Minutes 21 Seconds East 31.56 feet to the Point of True Beginning and containing 0.09 acres more or less.

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

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

RESOLUTION NO. 23-157 (CONT.)

ADOPTED this the 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

Mayor of the City of Huntsville, Alabama

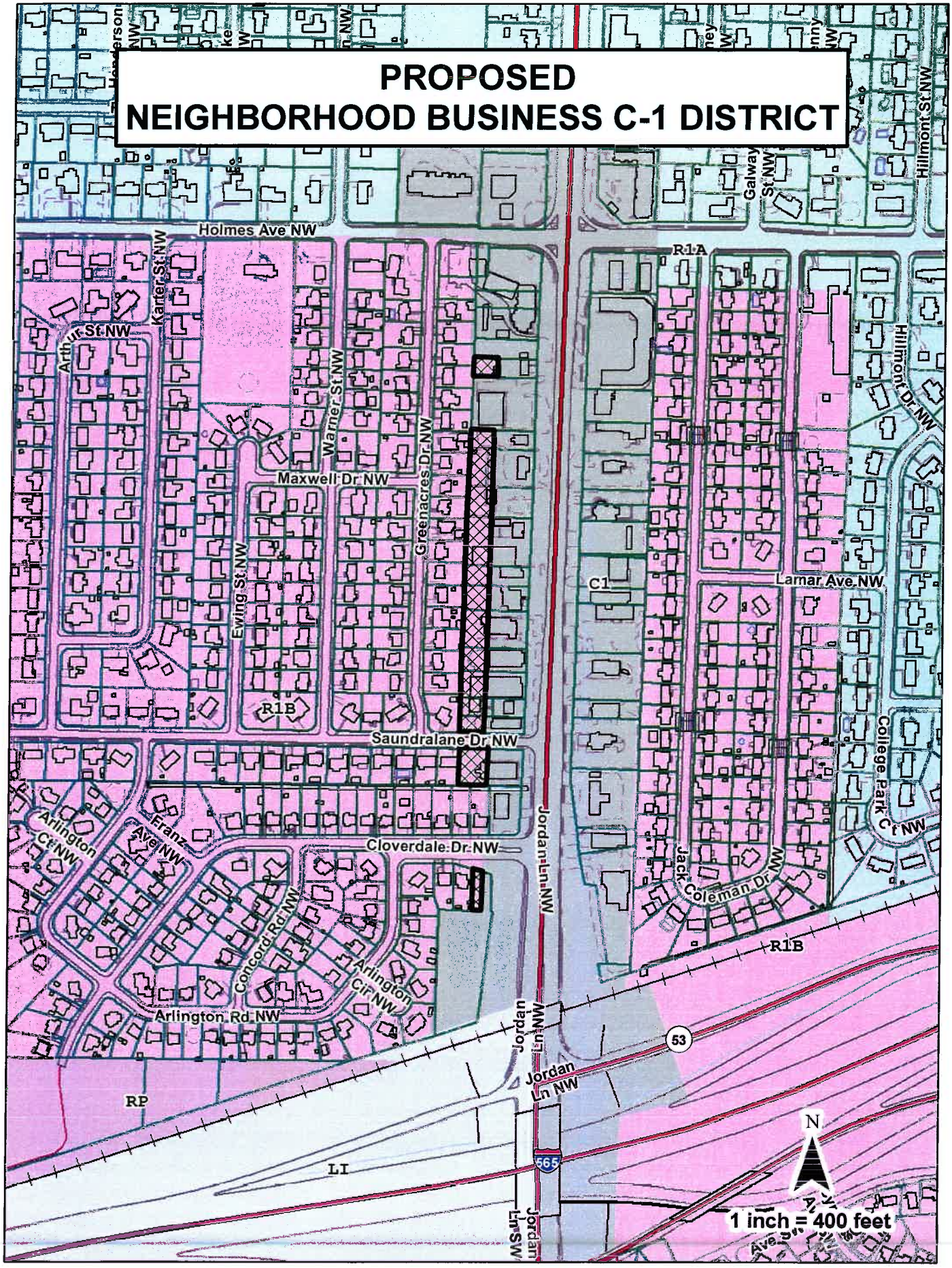
ORDINANCE 23-158 (CONT.)

ADOPTED this the 27th day of April, 2023.

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

APPROVED this the 27th day of April, 2023.

Mayor of the City of Huntsville, Alabama


PROPOSED
NEIGHBORHOOD BUSINESS C-1 DISTRICT
Holmes Ave NW
Karter St NW
Arthur St NW
Warner St NW
Greenacres Dr NW
Maxwell Dr NW
Ewing St NW
R1B
Saundralane Dr NW
Cloverdale Dr NW
Franz Ave NW
Arlington Ct NW
Arlington Cir NW
Arlington Rd NW
Concord Rd NW
Jordan Ln NW
Jordan Ln SW
RP
LI
R1A
C1
Lamar Ave NW
Hillmont Dr NW
Hillmont St NW
Galway St NW
College Park Ct NW
Jack Coleman Dr NW
53
565
N
1 inch = 400 feet

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-007

Department: Planning

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

Resolution to set a public hearing on the rezoning of 81.55 acres of land lying on the east side of Memorial Parkway, south of Clinton Avenue, and north of Bob Wallace Avenue from Residence 1-B, General Business C-3, and Heavy Industry districts to Residence 2-A and Highway Business C-4 districts; and the introduction of an Ordinance pertaining to the same. (Set April 27, 2023 Regular Council Meeting)

Type of Document: Resolution No.
Ordinance No.

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: Res: March 29th & April 5th; Ord: May 3rd

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Recommended by Planning Commission.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2673

Department: Planning

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

Resolution to set a public hearing on the rezoning of 81.55 acres of land lying on the east side of Memorial Parkway, south of Clinton Avenue, and north of Bob Wallace Avenue from Residence 1-B, General Business C-3, and Heavy Industry districts to Residence 2-A and Highway Business C-4 districts; and the introduction of an Ordinance pertaining to the same. (Set April 27, 2023 Regular Council Meeting)

Type of Document: Resolution No.
Ordinance No.

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: Res: March 29th & April 5th; Ord: May 3rd

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Recommended by Planning Commission.

RESOLUTION NO. 23-159

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

(1) The rezoning of certain land lying on the east side of Memorial Parkway, south of Clinton Avenue, and north of Bob Wallace Avenue from Residence 1-B, General Business C-3, and Heavy Industry districts to Residence 2-A and Highway Business C-4 districts.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Speakin' Out News on the 29th day of March, 2023, and the second publication shall be one week thereafter on the 5th day of April, 2023, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

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

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

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 27th day of April, 2023, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 23-160, which is introduced by the City Council of the City of Huntsville on the 9th day of March, 2023, amending the Zoning Ordinance of the City of Huntsville, Alabama.

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

ORDINANCE NO. 23-160

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

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

1. That the following area, land lying on the east side of Memorial Parkway, south of Clinton Avenue, and north of Bob Wallace Avenue, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Residence 1-B, General Business C-3, and Heavy Industry districts, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Highway Business C-4 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Sections 01, 02 and 12, Township 04 South, Range 01 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as beginning at a point located at the Southeast Corner of said Section 02; thence South 25 Degrees 19 Minutes 51 Seconds East, 717.70 feet to a point; said point is further described as the Point of True Beginning; thence from the Point of True Beginning, North 09 Degrees 38 Minutes 06 Seconds West, 2226.26 feet to a point; thence North 06 Degrees 40 Minutes 28 Seconds West, 90.93 feet to a point; thence North 08 Degrees 09 Minutes 51 Seconds West, 90.93 feet to a point; thence North 09 Degrees 39 Minutes 14 Seconds West, 90.93 feet to a point; thence North 11 Degrees 08 Minutes 37 Seconds West, 90.93 feet to a point; thence North 12 Degrees 37 Minutes 59 Seconds West, 90.93 feet to a point; thence North 14 Degrees 07 Minutes 22 Seconds West, 90.93 feet to a point; thence North 15 Degrees 36 Minutes 45 Seconds West, 90.93 feet to a point; thence North 17 Degrees 06 Minutes 08 Seconds West, 90.93 feet to a point; thence North 18 Degrees 35 Minutes 31 Seconds West, 90.93 feet to a point; thence North 20 Degrees 04 Minutes 53 Seconds West, 90.93 feet to a point; thence North 21 Degrees 34 Minutes 16 Seconds West, 90.93 feet to a point; thence North 23 Degrees 03 Minutes 39 Seconds West, 90.93 feet to a point; thence North 24 Degrees 33 Minutes 02 Seconds West, 90.93 feet to a point; thence North 26 Degrees 02 Minutes 24 Seconds West, 90.93 feet to a point; thence North 27 Degrees 31 Minutes 47 Seconds West, 90.93 feet to a point; thence North 29 Degrees 01 Minute 10 Seconds West, 90.93 feet to a point; thence North 33 Degrees 11 Minutes 45 Seconds West, 770.54 feet to a point; thence North 33 Degrees 27 Minutes 19 Seconds West, 93.01 feet to a point; thence North 31 Degrees 56 Minutes 41 Seconds West, 93.01 feet to a point; thence North 30 Degrees 26 Minutes 02 Seconds West, 93.01 feet to a point; thence North 29 Degrees 01 Minute 44 Seconds West, 166.59 feet to a point; thence North 43 Degrees 52 Minutes 52 Seconds East, 313.55 feet to a point; thence South 71 Degrees 41 Minutes 03 Seconds East, 72.80 feet to a point; thence South 33 Degrees 23 Minutes 12

Seconds East, 451.74 feet to a point; thence South 35 Degrees 18 Minutes 36 Seconds West, 84.29 feet to a point; thence South 42 Degrees 35 Minutes 57 Seconds West, 97.99 feet to a point; thence South 35 Degrees 46 Minutes 15 Seconds West, 108.70 feet to a point; thence South 33 Degrees 58 Minutes 45 Seconds East, 47.78 feet to a point; thence North 56 Degrees 11 Minutes 33 Seconds East, 255.03 feet to a point; thence North 62 Degrees 41 Minutes 23 Seconds East, 18.81 feet to a point; thence North 69 Degrees 37 Minutes 46 Seconds East, 18.81 feet to a point; thence North 76 Degrees 34 Minutes 08 Seconds East, 18.81 feet to a point; thence North 83 Degrees 30 Minutes 31 Seconds East, 18.81 feet to a point; thence South 89 Degrees 33 Minutes 06 Seconds East, 18.81 feet to a point; thence South 82 Degrees 36 Minutes 44 Seconds East, 18.81 feet to a point; thence South 75 Degrees 40 Minutes 21 Seconds East, 18.81 feet to a point; thence South 68 Degrees 43 Minutes 58 Seconds East, 18.81 feet to a point; thence South 61 Degrees 47 Minutes 36 Seconds East, 18.81 feet to a point; thence South 87 Degrees 32 Minutes 43 Seconds East, 134.70 feet to a point; thence South 72 Degrees 10 Minutes 00 Seconds East, 525.11 feet to a point; thence South 17 Degrees 15 Minutes 57 Seconds East, 201.80 feet to a point; thence South 87 Degrees 05 Minutes 12 Seconds East, 145.61 feet to a point; thence South 15 Degrees 41 Minutes 42 Seconds East, 654.62 feet to a point; thence North 89 Degrees 43 Minutes 09 Seconds West, 531.26 feet to a point; thence South 2 Degrees 19 Minutes 10 Seconds West, 894.90 feet to a point; thence South 36 Degrees 52 Minutes 43 Seconds East, 80.24 feet to a point; thence South 34 Degrees 27 Minutes 46 Seconds East, 459.26 feet to a point; thence South 88 Degrees 40 Minutes 04 Seconds East, 373.36 feet to a point; thence South 12 Degrees 52 Minutes 12 Seconds East, 274.11 feet to a point; thence South 16 Degrees 49 Minutes 35 Seconds West, 67.47 feet to a point; thence South 34 Degrees 46 Minutes 34 Seconds East, 193.29 feet to a point; thence South 34 Degrees 46 Minutes 07 Seconds East, 23.43 feet to a point; thence North 44 Degrees 27 Minutes 41 Seconds East, 64.98 feet to a point; thence South 14 Degrees 14 Minutes 59 Seconds East, 130.89 feet to a point; thence North 74 Degrees 40 Minutes 14 Seconds East, 145.80 feet to a point; thence South 14 Degrees 58 Minutes 48 Seconds East, 1198.84 feet to a point; thence South 74 Degrees 31 Minutes 59 Seconds West, 323.00 feet to a point; thence South 75 Degrees 01 Minute 03 Seconds West, 120.31 feet to a point; thence South 79 Degrees 45 Minutes 02 Seconds West, 117.17 feet to a point; thence South 78 Degrees 49 Minutes 31 Seconds West, 219.94 feet to a point; thence South 80 Degrees 21 Minutes 43 Seconds West, 214.24 feet to a point; thence South 78 Degrees 54 Minutes 39 Seconds West, 147.56 feet back to the Point of True Beginning and containing 78.55 acres, more or less.

2. That the following area, land lying on the east side of Memorial Parkway, south of Clinton Avenue, and north of Bob Wallace Avenue, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Residence 1-B and Heavy Industry districts, shall be shown and classified on the Official Zoning Maps of the City of Huntsville,

Alabama, as Residence 2-A District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

> All that part of Section 1, 2, and 12, Township 04 South, Range 01 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as beginning at a point located at the Southeast corner of Section 2; thence North 53 Degrees 36 Minutes 17 Seconds East 1,206.27 feet to a point; said point is further described as the Point of True Beginning; thence North 14 Degrees 14 Minutes 59 Seconds West 130.89 feet to a point; thence South 44 Degrees 27 Minutes 24 Seconds West 65.03 feet to a point; thence North 34 Degrees 41 Minutes 1 Seconds West 217.01 feet to a point; thence North 17 Degrees 42 Minutes 35 Seconds East 65.06 feet to a point; thence North 12 Degrees 41 Minutes 15 Seconds West 260.85 feet to a point; thence North 88 Degrees 51 Minutes 43 Seconds East 235.98 feet to a point; thence South 14 Degrees 49 Minutes 59 Seconds East 560.17 feet to a point; thence South 74 Degrees 40 Minutes 14 Seconds West 145.8 feet to the Point of True Beginning and containing 3.00 acres more or less.

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

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

RESOLUTION NO. 23-159 (CONT.)

ADOPTED this the 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of Huntsville, Alabama

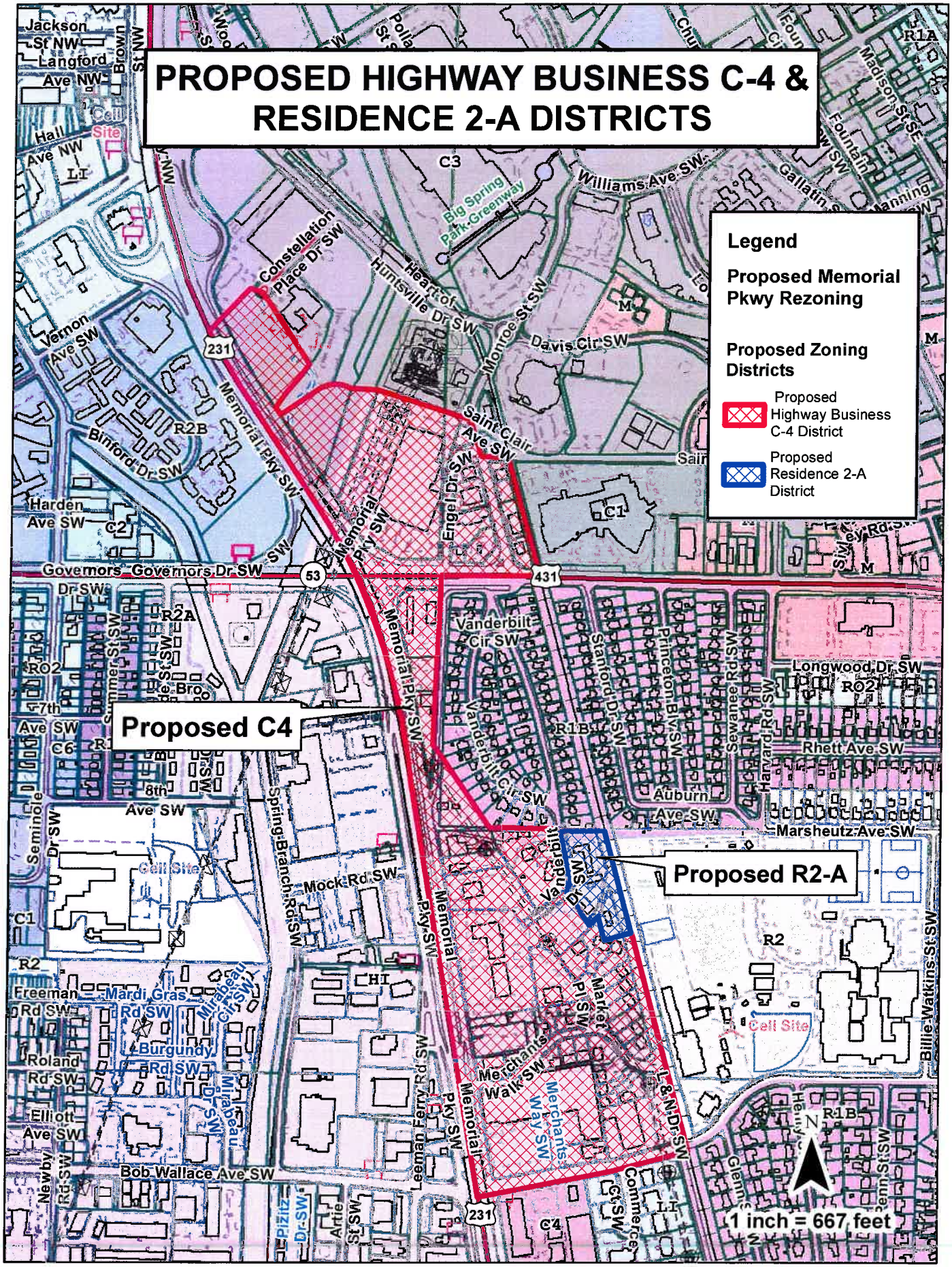
ORDINANCE NO. 23-160 (CONT.)

ADOPTED this the 27th day of April, 2023.

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

APPROVED this the 27th day of April, 2023.

_____
Mayor of the City of Huntsville, Alabama


PROPOSED HIGHWAY BUSINESS C-4 &
RESIDENCE 2-A DISTRICTS
Legend
Proposed Memorial Pkwy Rezoning
Proposed Zoning Districts
Proposed Highway Business C-4 District
Proposed Residence 2-A District
Proposed C4
Proposed R2-A
1 inch = 667 feet
Memorial Pky SW
Governors Dr SW
Williams Ave SW
Saint Clair Ave SW
Vanderbilt Cir SW
Longwood Dr SW
Rhett Ave SW
Marsheutz Ave SW
Mock Rd SW
Bob Wallace Ave SW
Merchants Walk SW
Merchants Way SW
Cell Site
Big Spring Park Greenway
Constellation Place Dr SW
Heart of Huntsville Dr SW
Davis Cir SW
Binford Dr SW
Harden Ave SW
Vernon Ave SW
Hall Ave NW
Langford Ave NW
Jackson St NW
Spring Branch Rd SW
Leeman Ferry Rd SW
Mardi Gras Rd SW
Burgundy Rd SW
Mirabeau Cir SW
Mirabeau Dr SW
Freeman Rd SW
Roland Rd SW
Elliott Ave SW
Newby Rd SW
Pizitz Dr SW
Artie St SW
Commerce Ct SW
L & N Dr SW
Market Pl SW
Vanderbilt Dr SW
Stanford Dr SW
Princeton Blv SW
Sewanee Rd SW
Harvard Rd SW
Auburn Ave SW
Billie Watkins St SW
Madison St SE
Fountain
Gallatin
Williams Ave SW
Engel Dr SW
Monroe St SW
Huntsville Dr SW
Summer St SW
Seminole Dr SW
Harvard Rd SW
231
53
431
C1
C2
C3
C4
C6
R1A
R1B
R2
R2A
R2B
RO2
HI
LI
M

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-008

Department: Planning

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

Resolution to set a public hearing on the zoning of 4.50 acres of land lying on the east side of US Hwy 431 S and west of Wade Rd. to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set April 27, 2023 Regular Council Meeting)

Type of Document: Resolution No.
Ordinance No.

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: Res: March 29th & April 5th; Ord: May 3rd

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☐ District 2 ☒ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Recommended by Planning Commission

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2674

Department: Planning

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

Resolution to set a public hearing on the zoning of 4.50 acres of land lying on the east side of US Hwy 431 S and west of Wade Rd. to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set April 27, 2023 Regular Council Meeting)

Type of Document: Resolution No.
Ordinance No.

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: Res: March 29th & April 5th; Ord: May 3rd

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a
District: District 1 ☐ District 2 ☒ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Recommended by Planning Commission

RESOLUTION NO. 23-161

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

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

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

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

(1) The zoning of 4.50 acres of land lying on the east side of US Hwy 431 S and west of Wade Rd. to Highway Business C-4 District.

(2) The first publication of this resolution, this synopsis, and the ordinance hereinafter set out at length shall be in the Speakin' Out News on the 29th day of March, 2023, and the second publication shall be one week thereafter on the 5th day of April, 2023, both of which publications shall be at least 15 days in advance of the date of the public hearing hereinafter referred to.

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

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

1. That the City Council of the City of Huntsville, Alabama, shall meet at 5:30 p.m. on the 27th day of April, 2023, in the Council Chambers of the City of Huntsville Administration Building at 308 Fountain Circle in the City of Huntsville, Alabama, for the purpose of holding a public hearing at which time and place all persons, parties in interest and cities who desire, shall have an opportunity to be heard in opposition to or in favor of said Ordinance No. 23-162, which is introduced by the City Council of the City of Huntsville on the 9th day of March, 2023, amending the Zoning Ordinance of the City of Huntsville, Alabama.

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

ORDINANCE NO. 23-162

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

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

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

> All that part of Section 25, Township 04 South, Range 01 East of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama, more particularly described as beginning at a point located at the Southwest Corner of said Section 25; thence North 79 Degrees 35 Minutes 16 Seconds East 1193.78 feet to a point; said point being the Point of True Beginning; thence from the Point of True Beginning, North 21 Degrees 15 Minutes 02 Seconds West 25.15 feet to a point; thence North 24 Degrees 04 Minutes 32 Seconds West 469.20 feet to a point; thence North 24 Degrees 03 Minutes 56 Seconds West 164.88 feet to a point; thence North 88 Degrees 08 Minutes 57 Seconds East 256.31 feet to a point; thence North 89 Degrees 28 Minutes 04 Seconds East 225.29 feet to a point; thence South 01 Degree 08 Minutes 53 Seconds West 132.65 feet to a point; thence North 86 Degrees 00 Minutes 39 Seconds West 16.60 feet to a point; thence South 00 Degrees 57 Minutes 37 Seconds West 233.11 feet to a point; thence South 83 Degrees 31 Minutes 34 Seconds East 12.81 feet to a point; thence South 02 Degrees 43 Minutes 56 Seconds West 170.53 feet to a point; thence South 68 Degrees 37 Minutes 06 Seconds West 209.60 feet back to the Point of True Beginning and containing 4.50 acres, more or less.

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

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

RESOLUTION NO. 23-161 (CONT.)

ADOPTED this the 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

Mayor of the City of Huntsville,
Alabama

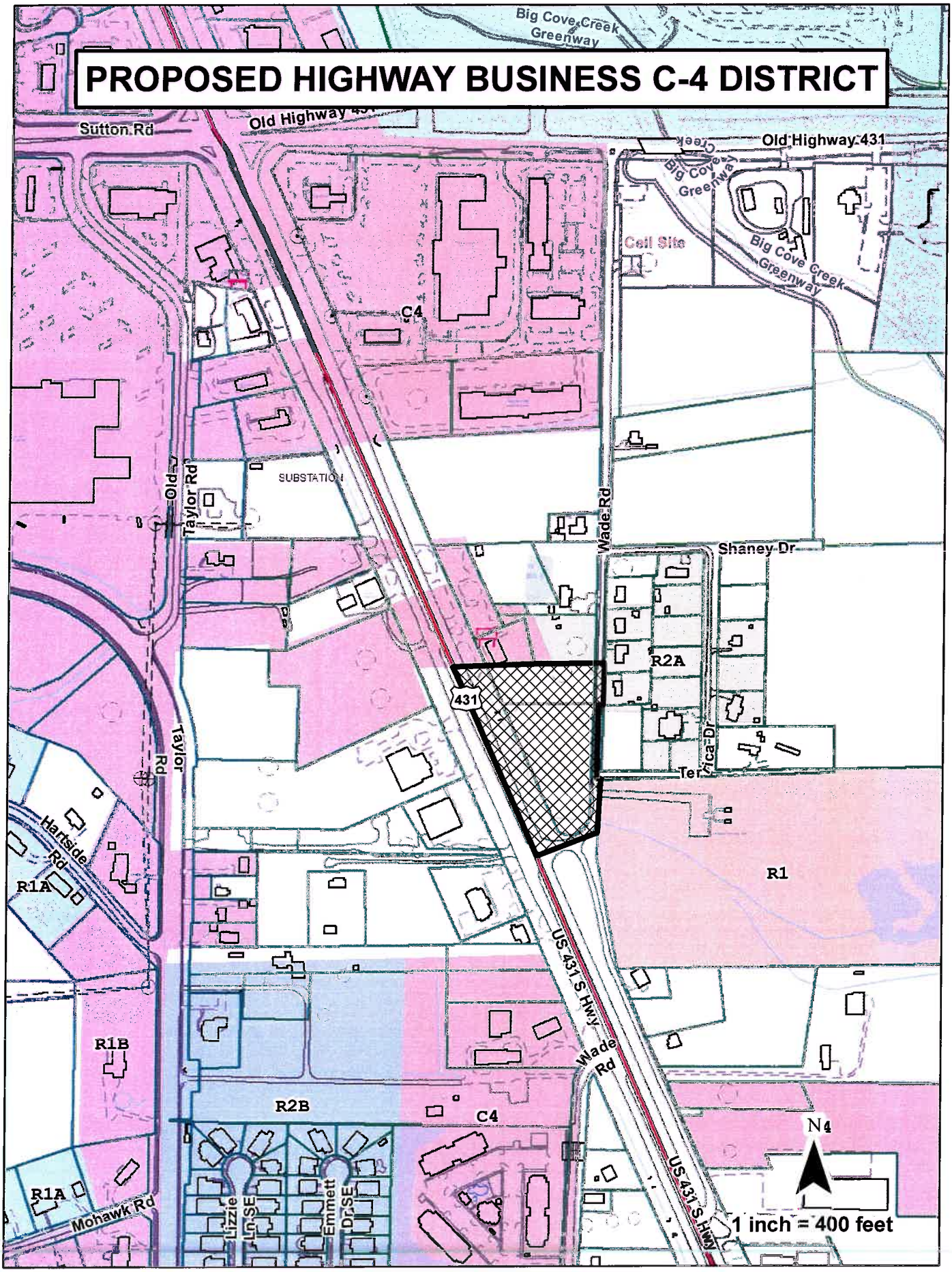
ORDINANCE NO. 23-162 (CONT.)

ADOPTED this the 27th day of April, 2023.

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

APPROVED this the 27th day of April, 2023.

Mayor of the City of Huntsville,
Alabama


PROPOSED HIGHWAY BUSINESS C-4 DISTRICT
Big Cove Creek Greenway
Sutton Rd
Old Highway 431
Old Highway 431
Big Cove Creek Greenway
Cell Site
Big Cove Creek Greenway
C4
SUBSTATION
Old Taylor Rd
Wade Rd
Shaney Dr
R2A
431
Taylor Rd
Terrica Dr
R1
Hartside Rd
R1A
US 431 S Hwy
R1B
Wade Rd
R2B
C4
N
R1A
Mohawk Rd
Lizzie Ln SE
Emmett Dr SE
US 431 S Hwy
1 inch = 400 feet

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-009

Department: Finance Committee

Subject:

Type of Action: Approval/Action

Resolution authorizing expenditures for payment.

Type of Document: Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $ 22,720,972.59

Total Cost: $ 22,720,972.59

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Total Expenditures: $22,720,972.59

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2637

Department: Finance Committee

Subject:

Type of Action: Approval/Action

Resolution authorizing expenditures for payment.

Type of Document: Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $ 22,720,972.59

Total Cost: $ 22,720,972.59

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Total Expenditures: $22,720,972.59

RESOLUTION NO. 23 - _____

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

$22,720,972.59

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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of
Huntsville, Alabama

_____
Finance Committee Chairman

FROM 2/11/23 through 2/24/23 **CITY COUNCIL MEETING** **03/09/23**

FUND ACCOUNT	FUND NAME		AMOUNT
1000	GENERAL FUND	$	10,276,777.02
1005	HEALTH & LIFE BENEFITS	$	12,480.39
1010	GENERAL RESTRICTED DONATIONS	$	-
2000	PUBLIC TRANSIT	$	417,857.07
2001	PUBLIC TRANSIT STATION GRANT	$	5,452.99
2100	COMMUNITY DEV BLOCK GRANT	$	79,330.47
2101	COMMUNITY DEV COVID	$	37,363.58
2200	COMMUNITY DEV HOUSING	$	18,051.26
2201	COMMUNITY DEV ARP	$	-
2300	OTHER GRANTS	$	-
2500	OTHER GRANTS	$	679,863.08
3000	6.5 MILL DEBT PROPERTY TAX	$	-
3010	6.5 MILL SCHOOL PROPERTY TAX	$	-
3020	1990 CAPITAL IMPROVEMENTS	$	694,120.07
3030	1990 SCHOOL SUPPORT	$	2,810,833.33
3040	LODGING & LIQUOR TAXES	$	200,000.00
3050	1% LODGING TAX 2003	$	114,340.49
3060	1% LODGING TAX 2013	$	488,395.50
3080	2014 CAPITAL IMPROVEMENTS	$	471,478.35
3202	TIF 2	$	-
3203	TIF 3A	$	-
3204	TIF 4	$	-
3205	TIF 5	$	-
3206	TIF 6	$	-
3207	TIF 7	$	-
3300	4 & 5 CENT STATE GASOLINE TAX	$	-
3310	7 CENT STATE GASOLINE TAX	$	357,542.15
3400	FEDERAL COURT ASSET FORFEITURE	$	-
3420	CIRCUIT COURT ASSET FORFEITURE	$	-

3430	STAC SEIZURE-CIR COURT	$	3,236.03
3435	STAC SEIZURE-FED COURT	$	-
3510	COURT VICTIM RESTITUTION	$	-
3520	COURT $2 REVENUE	$	-
3560	CEMETERY PERPETUAL CARE	$	59,846.10
3700	CUMMINGS RESEARCH PARK	$	6,250.00
3900	EMERGENCY MANAGEMENT AGENCY	$	29,582.76
3910	ALABAMA CONSTITUTION VILLAGE	$	51,481.18
3930	BURRITT MEMORIAL COMMITTEE	$	45,616.39
3950	PBA - DEBT SERVICE	$	-
4010	2020E TIF WARRANTS	$	-
4011	PBA AMPHITHEATER	$	300.00
4012	2021 FUTURE PROJECT BORROW	$	321,045.61
4013	2022 FUTURE PROJECT BORROW2	$	1,445,870.81
4014	VBC - CAPITAL PROJECTS	$	-
4015	PBA - NEW CITY HALL	$	128,326.59
4016	2022 VBC DEBT BORROW	$	1,669,071.92
4017	2023 FUTURE PROJECT BORROW	$	43,500.00
5000	DEBT SERVICE	$	-
6000	WATER POLLUTION CONTROL	$	1,351,381.09
6010	WPC CMOM RESERVE	$	310,075.22
6020	WPC R&R RESERVE	$	-
6030	WPC ECONOMIC DEVELOPMENT	$	77,103.72
6040	WPC 2005 ECONOMIC DEVELOPMENT	$	32,549.75
6050	WPC FUTURE DEBT	$	81,109.15
6200	SANITATION	$	424,720.58
6500	PBA - AMPHITHEATER	$	179.42
7000	POST-RETIREMENT BENEFITS TRUST	$	1,822.26
7100	EMPLOYEE FLEXIBLE BENEFIT PLAN	$	(25,981.74)
	TOTAL	**$**	**22,720,972.59**

Vendor Expense Report

02/11/2023 through 02/24/2023

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Effective Date	Amount
1000	7655762 CANADA INC	1000-41-41305-515340-00000000-	11470	DEFENSIVE TACTICS TRAINING SUITS	84518	02/16/2023	3,275.00
		Total Paid by Vendor					**3,275.00**
	A-1 GLASS & AUTO LLC	1000-15-15100-513030-00000000-	3306	COM TX 022023/3306	PCard	02/21/2023	25.00
		Total Paid by Vendor					**25.00**
	AHEAD, INC	1000-17-17300-520200-00000000-	BD0069390	W.O. 159882 DELL ISILON REFRESH	PCard	02/23/2023	70,900.00
		Total Paid by Vendor					**70,900.00**
	AIR ESSENTIALS INC	1000-14-14300-513010-00000000-	I230209280	FIRE STATION 8-WO160086 CLEAN AIR DUCTS	84330	02/14/2023	3,197.00
		Total Paid by Vendor					**3,197.00**
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-00-00000-210180-00000000-	298483	Payroll Run 1 - Warrant 230219	84687	02/24/2023	22,179.23
		Total Paid by Vendor					**22,179.23**
	ALABAMA DEPARTMENT OF LABOR	1000-53-53200-513010-PK1051XX-	E104433	ELEVATOR CERTIFICATES OF OPERATION "D"	84331	02/13/2023	75.00
		1000-53-53200-513010-PK1051XX-	E97448	ELEVATOR CERTIFICATES OF OPERATION "D"	84331	02/13/2023	75.00
		1000-53-53200-513010-PK1051XX-	E105434	ELEVATOR CERTIFICATES OF OPERATION "D"	84331	02/13/2023	75.00
		Total Paid by Vendor					**225.00**
	ALABAMA DEPARTMENT OF REVENUE	1000-00-00000-210180-00000000-	298485	Payroll Run 1 - Warrant 230219	84688	02/24/2023	422.35
		1000-14-14100-515700-00000000-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	7,012.50
		1000-70-70200-515700-00000000-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	5.00
		1000-53-53200-515700-PK1010XX-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	0.42
		1000-53-53200-515700-PK1020XX-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	202.35
		1000-53-53200-515700-PK1030XX-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	0.68
		1000-53-53200-515700-PK1040XX-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	47.20
		1000-53-53200-515700-PK1060XX-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	108.23
		1000-53-53200-515700-PK1051XX-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	71.18
		1000-53-53200-515700-PK1055XX-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	7.70
		1000-53-53200-515700-PK1057XX-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	4.67
		Total Paid by Vendor					**7,882.28**
	ALABAMA FIRE COLLEGE AND PERSONNEL	1000-19-00000-515190-00000000-	CLAIM FY23-049	SETTLEMENT OF CLAIM# FY23-049	84335	02/13/2023	13,541.00
		Total Paid by Vendor					**13,541.00**
	ALABAMA FLAG & BANNER	1000-14-14300-513010-00000000-	338491	2023 BLANKET PO MATERIAL PURCHASES	84336	02/14/2023	287.50
		Total Paid by Vendor					**287.50**
	ALABAMA JUDICIAL COLLEGE	1000-43-00000-515790-00000000-	2023 REGIONAL SEMINR	28 EMP ATTEND 2023 REGIONAL SEMINAR FOR MUNI CRT	84516	02/14/2023	5,880.00
		Total Paid by Vendor					**5,880.00**
	ALBERTVILLE MULCH COMPANY LLC	1000-52-52700-513010-00000000-	10773	MULCH FOR SOUTH (ELLIOTT)	84522	02/14/2023	1,400.00
		1000-52-52700-513010-00000000-	10359	MULCH FOR SOUTH (ELLIOTT)	84522	02/14/2023	1,400.00
		1000-52-52700-513010-00000000-	10554	MULCH FOR SOUTH (ELLIOTT)	84522	02/17/2023	1,400.00
		Total Paid by Vendor					**4,200.00**
	ALEXANDER TOMAS AND ASSOCIATES, INC	1000-17-17100-515250-00000000-	COH-TRX-23	SOLE SOURCE UTILITYTRX SW SUBSCRIPTION GS 2023-24	84523	02/16/2023	13,950.00
		Total Paid by Vendor					**13,950.00**
	ALL SHARPE INC	1000-15-15100-513030-00000000-	49895	COM TX 021623/49895	84524	02/17/2023	300.00
		1000-15-15100-513030-00000000-	49896	COM TX 021623/49896	84524	02/17/2023	300.00
		1000-15-15100-513030-00000000-	49897	COM TX 021623/49897	84524	02/17/2023	300.00
		1000-15-15100-513030-00000000-	49898	COM TX 021623/49898	84524	02/17/2023	300.00
		1000-15-15100-513030-00000000-	49899	COM TX 021623/49899	84524	02/17/2023	300.00
		1000-15-15100-513030-00000000-	49900	COM TX 021623/49900	84524	02/17/2023	300.00
		1000-15-15100-513030-00000000-	49901	COM TX 021623/49901	84524	02/17/2023	120.00
		1000-15-15100-513030-00000000-	49902	COM TX 021623/49902	84524	02/17/2023	120.00
		1000-15-15100-513030-00000000-	49906	COM TX 021623/49906	84524	02/17/2023	120.00
		Total Paid by Vendor					**2,160.00**
	ALLGAS INC	1000-75-75200-515340-00000000-	3360110	PROPAE GAS FOR TRUCK ***BLANKET PO***	84525	02/15/2023	85.83
		1000-55-55400-514010-00000000-	3382856	FY23 PROPANE BLANKET	84525	02/21/2023	58.57
		1000-55-55400-514010-00000000-	3378184	FY23 PROPANE BLANKET	84525	02/21/2023	69.36
		Total Paid by Vendor					**213.76**
	ALLIANCE SOLUTIONS GROUP LLC	1000-17-17200-520300-00000000-	S153453	RS MEANS SOFTWARE	84343	02/13/2023	5,490.00
		Total Paid by Vendor					**5,490.00**
	ALLIED PHOTOCOPY INC	1000-50-00000-515340-00000000-	1145905	BLANKET PO FOR ANIMAL LICENSE RENEWALS	PCard	02/22/2023	1,250.70
		Total Paid by Vendor					**1,250.70**
	ALLSTATE BENEFITS	1000-00-00000-210290-00000000-	M0116446039 2/19/23	PPE 2/19/23 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	PCard	02/23/2023	10,342.10

	1000-00-00000-210300-00000000-	M0116446039 2/19/23	PPE 2/19/23 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	PCard	02/23/2023	8,015.44
	Total Paid by Vendor					**18,357.54**
AMERICAN OVERHEAD DOOR INC	1000-14-14300-513010-00000000-	35893	2023 BLANKET PO OVERHEAD DOOR REPAIR	84526	02/16/2023	350.00
	1000-14-14300-513010-00000000-	35894	2023 BLANKET PO OVERHEAD DOOR REPAIR	84526	02/16/2023	335.00
	Total Paid by Vendor					**685.00**
ANSWERTEL OF ATHENS, INC.	1000-14-14300-515370-00000000-	110402102023	2023 BLANKET PO-AFTER HOURS PHONE SERVICE	84348	02/14/2023	220.55
	Total Paid by Vendor					**220.55**
ASPLUNDH TREE EXPERT LLC	1000-52-52100-515370-00000000-	54F14723	TREE PRUNING SERVICES 2ND QUARTER - LM (BLANKET)	PCard	02/22/2023	4,888.50
	1000-52-52100-515370-00000000-	54R10223	TREE PRUNING SERVICES 2ND QUARTER - LM (BLANKET)	PCard	02/22/2023	5,551.77
	1000-52-52100-515370-00000000-	54R09923	TREE PRUNING SERVICES 2ND QUARTER - LM (BLANKET)	PCard	02/22/2023	4,235.20
	1000-52-52100-515370-00000000-	54R10023	TREE PRUNING SERVICES 2ND QUARTER - LM (BLANKET)	PCard	02/22/2023	5,014.15
	1000-52-52100-515370-00000000-	54R10123	TREE PRUNING SERVICES 2ND QUARTER - LM (BLANKET)	PCard	02/22/2023	4,651.12
	1000-52-52100-515370-00000000-	54F14923	TREE PRUNING SERVICES 2ND QUARTER - LM (BLANKET)	PCard	02/22/2023	2,505.24
	1000-52-52100-515370-00000000-	54F14823	TREE PRUNING SERVICES 2ND QUARTER - LM (BLANKET)	PCard	02/22/2023	6,903.35
	1000-52-52100-515370-00000000-	54F15023	TREE PRUNING SERVICES 2ND QUARTER - LM (BLANKET)	PCard	02/22/2023	3,260.08
	1000-52-52100-515370-00000000-	54Z80323	TREE PRUNING SERVICES 2ND QUARTER - LM (BLANKET)	PCard	02/22/2023	5,753.00
	1000-52-52100-515370-00000000-	54Z80623	TREE PRUNING SERVICES 2ND QUARTER - LM (BLANKET)	PCard	02/22/2023	6,907.37
	1000-52-52100-515370-00000000-	54Z80523	TREE PRUNING SERVICES 2ND QUARTER - LM (BLANKET)	PCard	02/22/2023	3,466.60
	1000-52-52100-515370-00000000-	54Z80423	TREE PRUNING SERVICES 2ND QUARTER - LM (BLANKET)	PCard	02/22/2023	4,380.30
	1000-52-52100-515370-00000000-	55S87123	TREE PRUNING SERVICES 2ND QUARTER - LM (BLANKET)	PCard	02/22/2023	6,314.50
	1000-52-52100-515370-00000000-	55S87223	TREE PRUNING SERVICES 2ND QUARTER - LM (BLANKET)	PCard	02/22/2023	3,254.92
	1000-52-52100-515370-00000000-	55S87323	TREE PRUNING SERVICES 2ND QUARTER - LM (BLANKET)	PCard	02/22/2023	1,062.90
	1000-52-52100-515370-00000000-	55S87023	TREE PRUNING SERVICES 2ND QUARTER - LM (BLANKET)	PCard	02/22/2023	6,933.20
	Total Paid by Vendor					**75,082.20**
AUBREY CARTER	1000-19-00000-515190-00000000-	CLAIM FY23-007	SETTLEMENT OF CLAIM FY23-007	84529	02/15/2023	692.34
	Total Paid by Vendor					**692.34**
AXON ENTERPRISE INC	1000-17-17100-515250-00000000-	INUS135717	INPUT-ACE SOFTWARE SUPPORT NAMACC PD	84530	02/17/2023	4,000.00
	Total Paid by Vendor					**4,000.00**
A-Z OFFICE RESOURCE INC	1000-18-00000-515340-00000000-	5531418-1	MONICA BATTLE/815 WHEELER AVE RM 249/256-427-5026	90000425	02/14/2023	35.37
	1000-12-12100-515340-00000000-	5532114-0	308 FOUNTAIN CIR, 3RD FLR, DTHOMAS 256-427-5085	90000446	02/14/2023	97.71
	1000-71-71100-515340-00000000-	5533679-0	320 FOUNTAIN CIR 2ND FLR/TERESA/256-427-5304	90000446	02/17/2023	33.46
	1000-41-41204-515340-00000000-	5530383-1	2820 HOLMES AV NW - TRACEY DUNCAN 256-427-7279	90000446	02/17/2023	2.90
	1000-18-00000-515340-00000000-	5531418-0	MONICA BATTLE/815 WHEELER AVE RM 249/256-427-5026	90000446	02/17/2023	204.60
	1000-55-55100-515340-00000000-	5528901-0	NAME PLATES FOR PWS MAINT/CONST	90000446	02/21/2023	27.04
	1000-41-41101-515340-00000000-	5519888-1	820 MEMORIAL PKWY N/JANICE TEMPLETON 256-427-7012	PCard	02/23/2023	10.48
	1000-41-41305-515340-00000000-	5533520-0	5365 TRIANA BLVD SW / CAMELLI DARDEN 256-746-4400	PCard	02/23/2023	617.79
	Total Paid by Vendor					**1,029.35**
B & M HOME SERVICES LLC	1000-14-14300-513010-00000000-	7225125	2023 BLANKET PO APPLIANCE REPAIRS	84605	02/15/2023	422.30
	Total Paid by Vendor					**422.30**
BAILEY COVE LLC	1000-14-14300-515460-00000000-	032023	2023 BLANKET PO LEASE SOUTH PRECINCT	84531	02/17/2023	13,934.48
	Total Paid by Vendor					**13,934.48**
BELLSOUTH TELECOMMUNICATIONS LLC	1000-17-17100-515070-00000000-	28727057193602012023	FY23 BLANKET PO FOR ATT MOBILITY FOR FIRE DEPT.	84528	02/14/2023	82.48
	1000-17-17100-515070-00000000-	256 881-47080223	FY23 BLANKET PO ATT LEEMAN FERRY ELEVATOR PHONE	84528	02/14/2023	55.74
	Total Paid by Vendor					**138.22**
BLAIR AND SONS INC	1000-52-52100-515340-00000000-	91740	LOCK & KEY SERVICES FOR LM DEPT (BLANKET)	84533	02/21/2023	30.00
	Total Paid by Vendor					**30.00**
BLISS PRODUCTS AND SERVICES INC	1000-52-52600-513010-00000000-	23827	WOOD FIBER SURFACING FOR PARKS - NORTH MAINT	PCard	02/23/2023	20,306.70
	Total Paid by Vendor					**20,306.70**
BOWMANS ENTERPRISES INC	1000-15-15100-515340-00000000-	4954	FLEET SERVICES WORK ORDER STAMPS	84355	02/14/2023	102.00
	1000-13-13100-515340-00000000-	4971	RUBBER STAMP FOR TAX REVENUE	PCard	02/23/2023	80.00
	Total Paid by Vendor					**182.00**
BROOKS LOCK & KEY	1000-14-14300-513010-00000000-	15212	2023 BLANKET PO MEDECO KEY SYSTEM & MISC. PARTS	84357	02/13/2023	55.00
	1000-14-14300-513010-00000000-	15276	2023 BLANKET PO MEDECO KEY SYSTEM & MISC. PARTS	84534	02/16/2023	5.00
	1000-14-14300-513010-00000000-	15354	2023 BLANKET PO MEDECO KEY SYSTEM & MISC. PARTS	PCard	02/21/2023	17.50
	1000-14-14300-513010-00000000-	15347	2023 BLANKET PO MEDECO KEY SYSTEM & MISC. PARTS	PCard	02/21/2023	40.00
	Total Paid by Vendor					**117.50**
BSN SPORTS LLC	1000-30-30200-515340-00000000-	920587131	BASIC FACILITY ITEMS-BRAHAN SPRING R/C	84535	02/20/2023	339.39
	Total Paid by Vendor					**339.39**
BURLESON POOL COMPANY INC	1000-14-14300-513010-00000000-	57346	AQUATIC CENTER- CHAIR LIFT REPAIR	84536	02/20/2023	4,894.80
	Total Paid by Vendor					**4,894.80**
BWI COMPANIES INC	1000-52-52200-513010-00000000-	17625094	COCO LINER FOR SPECIAL EVENTS	84537	02/17/2023	57.77
	1000-52-52200-513010-00000000-	17651386	COCO LINER FOR SPECIAL EVENTS	PCard	02/22/2023	300.11

	Total Paid by Vendor					**357.88**
CALHOUN COMMUNITY COLLEGE	1000-42-42100-515050-00000000-	119	CADET EMT CLASSES / TRAINING	84539	02/21/2023	6,940.00
	Total Paid by Vendor					**6,940.00**
CDW GOVERNMENT INC	1000-17-17400-520200-00000000-	GP67452	PUNCHOUT-FD-OGLE-W.O.162789	84361	02/13/2023	278.99
	1000-17-17400-520200-00000000-	GP79070	PUNCH OUT TRAFFIC ENGINEEERING CONFERENCE ROOMS	84361	02/14/2023	532.88
	Total Paid by Vendor					**811.87**
CELLCO PARTNERSHIP	1000-17-17100-515070-00000000-	9927457990	FY23 BLANKET PO VERIZON SERVICES COH BY ITS	84667	02/16/2023	741.32
	Total Paid by Vendor					**741.32**
CENTURYLINK	1000-17-17100-515070-00000000-	628870979	FY23 BLANKET SIP BILLING FOR COH	84541	02/21/2023	341.90
	Total Paid by Vendor					**341.90**
CINTAS	1000-30-30200-515340-00000000-	4139032724	BLANKET-LAUNDRY RENTAL SVCS AT CHALLENGER GYM	84364	02/13/2023	14.00
	1000-30-30200-515340-00000000-	4130646232	BLANKET-LAUNDRY RENTAL SVCS AT CHALLENGER GYM	84364	02/13/2023	14.00
	1000-30-30200-515340-00000000-	4136222659	BLANKET-LAUNDRY RENTAL SVCS AT CHALLENGER GYM	84364	02/13/2023	14.00
	1000-30-30200-515340-00000000-	4133436427	BLANKET-LAUNDRY RENTAL SVCS AT CHALLENGER GYM	84364	02/13/2023	14.00
	1000-30-30200-515340-00000000-	4141735538	BLANKET-LAUNDRY RENTAL SVCS AT CHALLENGER GYM	84364	02/13/2023	14.00
	1000-30-30200-515340-00000000-	4127935472	BLANKET-LAUNDRY RENTAL SVCS AT CHALLENGER GYM	84364	02/13/2023	14.00
	1000-15-15100-515340-00000000-	4146363634	4203 E SCHRIMSHER LN (BLANKET PO)	84364	02/14/2023	251.77
	1000-52-52100-515790-00000000-	9206366549	EYEWASH STATIONS FOR LM DEPARTMENT (BLANKET)	84542	02/21/2023	99.00
	1000-52-52100-515790-00000000-	9210327246	EYEWASH STATIONS FOR LM DEPARTMENT (BLANKET)	84542	02/21/2023	198.00
	1000-52-52100-515790-00000000-	9210322726	EYEWASH STATIONS FOR LM DEPARTMENT (BLANKET)	84542	02/21/2023	99.00
	1000-52-52100-515790-00000000-	9210324344	EYEWASH STATIONS FOR LM DEPARTMENT (BLANKET)	PCard	02/21/2023	99.00
	1000-15-15100-515340-00000000-	4146934879	3242 LEEMAN FERRY RD SW (BLANKET PO)	PCard	02/22/2023	34.12
	1000-15-15100-515340-00000000-	4147066479	4203 E SCHRIMSHER LN (BLANKET PO)	PCard	02/22/2023	251.77
	1000-30-30200-515310-00000000-	4144722769	BLANKET-JANITORIAL SUPPLIES-LAKEWOOD CC	PCard	02/23/2023	16.13
	Total Paid by Vendor					**1,132.79**
COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	298486	Payroll Run 1 - Warrant 230219	84689	02/24/2023	1,835.00
	Total Paid by Vendor					**1,835.00**
COMCAST OF ALABAMA INC	1000-17-17100-515070-00000000-	83969000116000260223	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	84366	02/14/2023	10.57
	1000-17-17100-515070-00000000-	83969000116000340223	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	84366	02/14/2023	10.57
	1000-17-17100-515070-00000000-	83969000100287730223	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	84366	02/14/2023	21.10
	1000-17-17100-515070-00000000-	83969000101785370223	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	84544	02/20/2023	122.27
	1000-17-17100-515070-00000000-	83969000108519680223	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	84544	02/20/2023	8.44
	Total Paid by Vendor					**172.95**
CONSOLIDATED FLEET SERVICES INC	1000-15-15100-513030-00000000-	2023MY0014	COM TX 022023/2023MY0014	PCard	02/21/2023	925.00
	1000-15-15100-513030-00000000-	2023MY0015	COM TX 022023/2023MY0015	PCard	02/21/2023	925.00
	Total Paid by Vendor					**1,850.00**
CORVEL CORPORATION	1000-19-00000-502150-00000000-	021423-HUNT	SUP LG MED BILL CL# 1223-WC-23-0300041,52,122	90000453	02/15/2023	29,588.00
	1000-19-00000-502150-00000000-	021723-HUNT	REIMB ESCROW 1/28/23-2/16/23 28345-28537	90000453	02/20/2023	42,156.29
	Total Paid by Vendor					**71,744.29**
COWIN EQUIPMENT CO INC	1000-55-55300-513050-00000000-	RSA018294 86	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	84547	02/14/2023	3,050.00
	1000-55-55300-513050-00000000-	RSA018294 85	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	84547	02/14/2023	3,050.00
	1000-55-55300-513050-00000000-	RSA024325 22	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	84547	02/14/2023	950.00
	Total Paid by Vendor					**7,050.00**
DANIEL COLE	1000-14-14300-513010-00000000-	13237	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84365	02/13/2023	198.05
	1000-14-14300-513010-00000000-	13243	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84365	02/13/2023	198.05
	1000-14-14300-513010-00000000-	13239	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84365	02/13/2023	240.55
	1000-14-14300-513010-00000000-	13238	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84365	02/13/2023	198.05
	1000-14-14300-513010-00000000-	13245	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84365	02/13/2023	100.75
	1000-14-14300-513010-00000000-	13244	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84365	02/14/2023	247.09
	1000-14-14300-513010-00000000-	13236	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84365	02/14/2023	204.59
	1000-14-14300-513010-00000000-	13251	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84365	02/14/2023	386.97
	1000-14-14300-513010-00000000-	13250	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84365	02/14/2023	446.06
	Total Paid by Vendor					**2,220.16**
DCSC LLC	1000-14-14300-515460-00000000-	032023	2023 BLANKET PO 2227 DRAKE AVE. SUITE 26 LEASE	84549	02/17/2023	4,585.00
	Total Paid by Vendor					**4,585.00**
DEANA WARD MITCHELL	1000-30-30200-515340-00000000-	MITCHELL 10/04-11/18	BLANKET-INSTRUCTOR FOR SHOWERS R/C	84550	02/20/2023	200.00
	Total Paid by Vendor					**200.00**
DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	298489	Payroll Run 1 - Warrant 230219	84694	02/24/2023	474.42
	1000-00-00000-210180-00000000-	298490	Payroll Run 1 - Warrant 230219	84695	02/24/2023	132.13
	1000-00-00000-210180-00000000-	298491	Payroll Run 1 - Warrant 230219	84696	02/24/2023	245.73
	Total Paid by Vendor					**852.28**
DELTA DENTAL INSURANCE CO	1000-00-00000-210240-00000000-	BE005342438	01-0680100002 2/01/23 TO 2/28/23	90000455	02/17/2023	128,840.45

	Total Paid by Vendor					**128,840.45**
DISTRICT COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	298488	Payroll Run 1 - Warrant 230219	84693	02/24/2023	150.00
	Total Paid by Vendor					**150.00**
DRAKE & HARLAN PROPERTIES INC	1000-14-14300-515460-00000000-	03012023	2023 BLANKET PO WAREHOUSE LEASE 12TH AVENUE	84552	02/17/2023	3,900.00
	Total Paid by Vendor					**3,900.00**
DUTCH OIL COMPANY INC	1000-14-14100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	412.43
	1000-17-17100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	41.02
	1000-30-30100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	30.83
	1000-30-30100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	66.13
	1000-30-30100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	173.05
	1000-41-41100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	118.83
	1000-41-41100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	246.91
	1000-41-41100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	308.36
	1000-41-41100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	4,343.70
	1000-42-42100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	15.91
	1000-42-42100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	145.41
	1000-42-42100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	683.54
	1000-50-00000-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	71.60
	1000-52-52100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	34.13
	1000-52-52100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	54.87
	1000-52-52100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	67.84
	1000-52-52100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	90.74
	1000-52-52100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	91.23
	1000-52-52100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	135.24
	1000-52-52100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	178.00
	1000-52-52100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	264.16
	1000-53-53200-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	83.11
	1000-53-53400-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	40.77
	1000-55-55100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	43.51
	1000-55-55300-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	151.54
	1000-55-55400-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	156.51
	1000-70-70200-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	32.82
	1000-71-71100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	56.67
	1000-73-73100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	43.11
	1000-74-74100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	43.01
	1000-75-75100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	125.25
	1000-75-75100-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	143.66
	1000-51-00000-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	63.89
	1000-72-00000-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	143.16
	1000-41-41100-514010-00000000-	CFN-20462	FUELING TRANS DATED 020423	90000430	02/13/2023	44.00
	1000-41-41100-514010-00000000-	CFN-20462	FUELING TRANS DATED 020423	90000430	02/13/2023	91.80
	1000-41-41100-514010-00000000-	CFN-20462	FUELING TRANS DATED 020423	90000430	02/13/2023	193.15
	1000-41-41100-514010-00000000-	CFN-20462	FUELING TRANS DATED 020423	90000430	02/13/2023	2,895.09
	1000-42-42100-514010-00000000-	CFN-20462	FUELING TRANS DATED 020423	90000430	02/13/2023	17.25
	1000-42-42100-514010-00000000-	CFN-20462	FUELING TRANS DATED 020423	90000430	02/13/2023	1,129.25
	1000-53-53200-514010-00000000-	CFN-20462	FUELING TRANS DATED 020423	90000430	02/13/2023	24.36
	1000-53-53400-514010-00000000-	CFN-20462	FUELING TRANS DATED 020423	90000430	02/13/2023	109.14
	1000-30-30100-514010-00000000-	CFN-20467	FUELING TRANS DATED 020523	90000430	02/13/2023	35.55
	1000-30-30100-514010-00000000-	CFN-20467	FUELING TRANS DATED 020523	90000430	02/13/2023	39.78
	1000-41-41100-514010-00000000-	CFN-20467	FUELING TRANS DATED 020523	90000430	02/13/2023	10.44
	1000-41-41100-514010-00000000-	CFN-20467	FUELING TRANS DATED 020523	90000430	02/13/2023	119.30
	1000-41-41100-514010-00000000-	CFN-20467	FUELING TRANS DATED 020523	90000430	02/13/2023	316.95
	1000-41-41100-514010-00000000-	CFN-20467	FUELING TRANS DATED 020523	90000430	02/13/2023	2,683.82
	1000-42-42100-514010-00000000-	CFN-20467	FUELING TRANS DATED 020523	90000430	02/13/2023	45.25
	1000-42-42100-514010-00000000-	CFN-20467	FUELING TRANS DATED 020523	90000430	02/13/2023	232.37
	1000-55-55100-514010-00000000-	CFN-20467	FUELING TRANS DATED 020523	90000430	02/13/2023	53.70
	1000-55-55400-514010-00000000-	CFN-20467	FUELING TRANS DATED 020523	90000430	02/13/2023	39.78
	1000-71-71100-514010-00000000-	CFN-20467	FUELING TRANS DATED 020523	90000430	02/13/2023	3.23
	1000-12-12100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	20.19
	1000-14-14100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	206.89
	1000-15-15100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	94.05
	1000-30-30100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	23.74

1000-30-30100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	31.33
1000-30-30100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	32.30
1000-30-30100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	52.72
1000-41-41100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	58.94
1000-41-41100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	238.03
1000-41-41100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	275.28
1000-41-41100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	2,943.08
1000-42-42100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	64.13
1000-42-42100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	873.46
1000-50-00000-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	191.14
1000-52-52100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	65.79
1000-52-52100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	70.97
1000-52-52100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	121.49
1000-52-52100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	169.24
1000-52-52100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	177.90
1000-52-52100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	331.02
1000-53-53200-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	79.56
1000-53-53400-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	46.08
1000-55-55100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	44.18
1000-55-55100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	87.16
1000-55-55300-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	1,031.35
1000-55-55400-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	530.94
1000-70-70200-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	37.29
1000-71-71100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	28.26
1000-74-74100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	40.61
1000-75-75100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	39.69
1000-75-75100-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	42.51
1000-72-00000-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	200.40
1000-14-14100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	354.30
1000-15-15100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	52.22
1000-41-41100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	72.63
1000-41-41100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	77.24
1000-41-41100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	244.17
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1000-41-41100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	3,326.46
1000-42-42100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	51.01
1000-42-42100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	135.06
1000-42-42100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	875.15
1000-50-00000-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	195.29
1000-52-52100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	25.26
1000-52-52100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	41.29
1000-52-52100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	46.40
1000-52-52100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	50.52
1000-52-52100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	63.40
1000-52-52100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	81.21
1000-52-52100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	137.55
1000-52-52100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	151.17
1000-52-52100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	217.48
1000-52-52100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	461.76
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1000-55-55100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	44.45
1000-55-55100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	48.82
1000-55-55300-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	556.23
1000-55-55400-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	953.70
1000-70-70200-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	68.59
1000-71-71100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	191.16
1000-73-73100-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	26.23
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1000-12-12100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	25.22
1000-14-14100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	177.52

1000-17-17100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	73.16
1000-30-30100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	23.71
1000-30-30100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	27.47
1000-30-30100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	31.45
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1000-41-41100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	259.09
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1000-42-42100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	26.71
1000-42-42100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	118.34
1000-42-42100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	662.91
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1000-52-52100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	75.88
1000-52-52100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	102.41
1000-52-52100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	111.43
1000-52-52100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	119.40
1000-52-52100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	127.26
1000-52-52100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	179.77
1000-52-52100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	188.16
1000-52-52100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	274.29
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1000-55-55100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	53.94
1000-55-55300-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	846.76
1000-55-55400-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	605.77
1000-70-70200-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	179.50
1000-71-71100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	89.42
1000-74-74100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	34.69
1000-75-75100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	36.46
1000-75-75100-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	118.08
1000-72-00000-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	153.28
1000-14-14100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	46.15
1000-30-30100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	11.67
1000-30-30100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	29.32
1000-30-30100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	33.05
1000-41-41100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	37.77
1000-41-41100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	67.59
1000-41-41100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	183.39
1000-41-41100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	229.55
1000-41-41100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	4,500.99
1000-42-42100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	40.01
1000-42-42100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	461.09
1000-52-52100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	40.02
1000-52-52100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	49.90
1000-52-52100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	58.92
1000-52-52100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	121.40
1000-52-52100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	159.76
1000-52-52100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	169.20
1000-53-53200-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	27.83
1000-53-53400-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	80.52
1000-55-55400-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	170.35
1000-71-71100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	29.07
1000-71-71100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	40.75
1000-74-74100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	35.66
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1000-75-75100-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	231.02
1000-72-00000-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	315.04
1000-30-30100-514010-00000000-	CFN-20562	FUELING TRANS DATED 021123	90000456	02/16/2023	38.01
1000-41-41100-514010-00000000-	CFN-20562	FUELING TRANS DATED 021123	90000456	02/16/2023	123.16
1000-41-41100-514010-00000000-	CFN-20562	FUELING TRANS DATED 021123	90000456	02/16/2023	3,216.59
1000-42-42100-514010-00000000-	CFN-20562	FUELING TRANS DATED 021123	90000456	02/16/2023	606.33
1000-53-53200-514010-00000000-	CFN-20562	FUELING TRANS DATED 021123	90000456	02/16/2023	36.49

1000-53-53400-514010-00000000-	CFN-20562	FUELING TRANS DATED 021123	90000456	02/16/2023	88.94
1000-41-41100-514010-00000000-	CFN-20568	FUELING TRANS DATED 021223	90000456	02/16/2023	99.34
1000-41-41100-514010-00000000-	CFN-20568	FUELING TRANS DATED 021223	90000456	02/16/2023	115.04
1000-41-41100-514010-00000000-	CFN-20568	FUELING TRANS DATED 021223	90000456	02/16/2023	2,951.58
1000-42-42100-514010-00000000-	CFN-20568	FUELING TRANS DATED 021223	90000456	02/16/2023	380.67
1000-53-53200-514010-00000000-	CFN-20568	FUELING TRANS DATED 021223	90000456	02/16/2023	38.01
1000-14-14100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	154.47
1000-17-17100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	6.34
1000-30-30100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	31.93
1000-30-30100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	34.21
1000-30-30100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	38.01
1000-41-41100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	115.98
1000-41-41100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	185.84
1000-41-41100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	295.72
1000-41-41100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	3,310.39
1000-42-42100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	47.64
1000-42-42100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	75.00
1000-42-42100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	1,116.15
1000-50-00000-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	319.19
1000-52-52100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	66.90
1000-52-52100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	75.40
1000-52-52100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	147.05
1000-52-52100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	166.24
1000-52-52100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	188.93
1000-52-52100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	227.54
1000-53-53200-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	41.81
1000-53-53400-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	46.73
1000-55-55100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	85.90
1000-55-55100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	180.67
1000-55-55300-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	439.69
1000-55-55400-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	630.91
1000-70-70200-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	59.44
1000-71-71100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	95.54
1000-73-73100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	91.22
1000-75-75100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	76.63
1000-75-75100-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	77.80
1000-72-00000-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	113.27
1000-14-14100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	222.17
1000-15-15100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	67.42
1000-30-30100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	25.54
1000-30-30100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	28.86
1000-30-30100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	32.44
1000-41-41100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	38.31
1000-41-41100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	115.34
1000-41-41100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	314.42
1000-41-41100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	386.32
1000-41-41100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	3,636.91
1000-42-42100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	57.52
1000-42-42100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	81.72
1000-42-42100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	583.20
1000-52-52100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	57.21
1000-52-52100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	60.02
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1000-52-52100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	147.05
1000-52-52100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	166.77
1000-52-52100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	185.20
1000-53-53200-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	99.87

1000-53-53400-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	45.97
1000-53-53400-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	83.53
1000-55-55100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	83.77
1000-55-55300-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	1,294.64
1000-55-55400-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	716.10
1000-70-70200-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	118.26
1000-71-71100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	57.73
1000-71-71100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	135.36
1000-75-75100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	42.09
1000-75-75100-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	139.19
1000-72-00000-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	107.28
1000-14-14100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	157.38
1000-17-17100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	33.50
1000-41-41100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	101.55
1000-41-41100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	248.74
1000-41-41100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	307.46
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1000-42-42100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	185.25
1000-42-42100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	1,220.85
1000-50-00000-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	205.25
1000-52-52100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	44.50
1000-52-52100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	45.36
1000-52-52100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	48.98
1000-52-52100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	85.50
1000-52-52100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	131.63
1000-52-52100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	246.77
1000-52-52100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	258.75
1000-52-52100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	325.92
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1000-53-53400-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	23.50
1000-55-55100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	93.50
1000-55-55300-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	1,323.93
1000-55-55400-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	679.03
1000-71-71100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	52.75
1000-71-71100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	89.98
1000-74-74100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	56.30
1000-75-75100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	82.75
1000-75-75100-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	311.73
1000-72-00000-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	146.75
1000-12-12100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	35.66
1000-14-14100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	107.94
1000-15-15100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	62.75
1000-41-41100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	30.32
1000-41-41100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	36.07
1000-41-41100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	272.16
1000-41-41100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	383.83
1000-41-41100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	3,964.95
1000-42-42100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	26.11
1000-42-42100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	203.87
1000-42-42100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	828.63
1000-50-00000-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	219.87
1000-52-52100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	71.88
1000-52-52100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	94.87
1000-52-52100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	118.13
1000-52-52100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	140.38
1000-52-52100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	148.29
1000-52-52100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	174.50
1000-52-52100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	198.35
1000-52-52100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	252.45
1000-52-52100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	295.56
1000-52-52100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	425.22

1000-53-53200-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	37.90
1000-53-53400-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	35.89
1000-55-55300-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	740.96
1000-55-55400-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	710.77
1000-71-71100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	78.07
1000-74-74100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	33.94
1000-75-75100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	31.38
1000-75-75100-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	208.35
1000-51-00000-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	122.01
1000-72-00000-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	134.09
1000-14-14100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	198.82
1000-15-15100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	437.08
1000-17-17100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	31.34
1000-41-41100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	35.55
1000-41-41100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	324.99
1000-41-41100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	344.50
1000-41-41100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	2,983.13
1000-42-42100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	5.76
1000-42-42100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	944.88
1000-50-00000-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	118.85
1000-52-52100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	53.92
1000-52-52100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	68.28
1000-52-52100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	77.73
1000-52-52100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	174.89
1000-52-52100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	259.91
1000-52-52100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	333.91
1000-53-53100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	30.60
1000-53-53200-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	79.48
1000-53-53400-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	15.79
1000-55-55100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	85.38
1000-55-55100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	88.79
1000-55-55300-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	1,505.49
1000-55-55400-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	620.81
1000-70-70200-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	30.10
1000-71-71100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	82.50
1000-73-73100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	27.84
1000-74-74100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	35.36
1000-75-75100-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	188.53
1000-72-00000-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	192.84
1000-14-14100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	383.25
1000-15-15100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	91.16
1000-17-17100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	26.52
1000-30-30100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	30.96
1000-41-41100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	37.10
1000-41-41100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	69.03
1000-41-41100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	282.50
1000-41-41100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	3,662.22
1000-42-42100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	62.90
1000-42-42100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	148.39
1000-42-42100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	713.91
1000-50-00000-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	74.91
1000-52-52100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	63.14
1000-52-52100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	66.07
1000-52-52100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	71.01
1000-52-52100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	75.64
1000-52-52100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	88.38
1000-53-53200-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	37.84
1000-53-53400-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	66.09
1000-55-55100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	87.70
1000-55-55400-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	416.79
1000-70-70200-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	68.26
1000-71-71100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	45.93

	1000-71-71100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	48.89
	1000-75-75100-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	130.00
	1000-72-00000-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	245.36
	1000-41-41100-514010-00000000-	CFN-20810	FUELING TRANS DATED 021823	90000456	02/20/2023	30.73
	1000-41-41100-514010-00000000-	CFN-20810	FUELING TRANS DATED 021823	90000456	02/20/2023	130.47
	1000-41-41100-514010-00000000-	CFN-20810	FUELING TRANS DATED 021823	90000456	02/20/2023	240.64
	1000-41-41100-514010-00000000-	CFN-20810	FUELING TRANS DATED 021823	90000456	02/20/2023	3,084.04
	1000-42-42100-514010-00000000-	CFN-20810	FUELING TRANS DATED 021823	90000456	02/20/2023	599.20
	1000-52-52100-514010-00000000-	CFN-20810	FUELING TRANS DATED 021823	90000456	02/20/2023	44.15
	1000-53-53200-514010-00000000-	CFN-20810	FUELING TRANS DATED 021823	90000456	02/20/2023	42.68
	1000-53-53400-514010-00000000-	CFN-20810	FUELING TRANS DATED 021823	90000456	02/20/2023	33.17
	1000-55-55400-514010-00000000-	CFN-20810	FUELING TRANS DATED 021823	90000456	02/20/2023	31.46
	1000-30-30100-514010-00000000-	CFN-208016	FUELING TRANS DATED 021923	90000456	02/20/2023	38.05
	1000-30-30100-514010-00000000-	CFN-208016	FUELING TRANS DATED 021923	90000456	02/20/2023	65.63
	1000-41-41100-514010-00000000-	CFN-208016	FUELING TRANS DATED 021923	90000456	02/20/2023	62.93
	1000-41-41100-514010-00000000-	CFN-208016	FUELING TRANS DATED 021923	90000456	02/20/2023	160.47
	1000-41-41100-514010-00000000-	CFN-208016	FUELING TRANS DATED 021923	90000456	02/20/2023	2,842.95
	1000-42-42100-514010-00000000-	CFN-208016	FUELING TRANS DATED 021923	90000456	02/20/2023	80.24
	1000-42-42100-514010-00000000-	CFN-208016	FUELING TRANS DATED 021923	90000456	02/20/2023	404.96
	1000-53-53200-514010-00000000-	CFN-208016	FUELING TRANS DATED 021923	90000456	02/20/2023	45.61
	1000-55-55400-514010-00000000-	INV-194801	FY23 FUEL BLANKET-MAINTENANCE	90000457	02/21/2023	1,257.31
	1000-55-55400-514010-00000000-	INV-195037	FY23 FUEL BLANKET-MAINTENANCE	90000457	02/21/2023	2,975.31
	Total Paid by Vendor					**125,433.98**
DYNAMIC SECURITY INC	1000-41-41100-515370-00000000-	0000160174	MUNICIPAL SECURITY SVC - BLANKET PO	84553	02/20/2023	638.40
	1000-41-41100-515370-00000000-	INVONO36467	MUNICIPAL SECURITY SVC - BLANKET PO	84553	02/20/2023	319.20
	1000-41-41100-515370-00000000-	INVONO36478	MUNICIPAL SECURITY SVC - BLANKET PO	84553	02/20/2023	638.40
	1000-41-41100-515370-00000000-	INVONO36477	MUNICIPAL SECURITY SVC - BLANKET PO	84553	02/20/2023	798.00
	1000-41-41100-515370-00000000-	INVONO36481	MUNICIPAL SECURITY SVC - BLANKET PO	84553	02/20/2023	798.00
	Total Paid by Vendor					**3,192.00**
EAGLE CONSULTING LLC	1000-14-14100-515790-00000000-	682	GENERAL SERVICES -SEMINAR	84554	02/15/2023	541.67
	Total Paid by Vendor					**541.67**
EASTSIDE DEVELOPMENT GROUP INC	1000-41-41100-515370-00000000-	MARCH 2023	NAMACC PROJECT MANAGEMENT SERVICES-BLANKET PO	84557	02/21/2023	13,250.00
	Total Paid by Vendor					**13,250.00**
ELITE EMBROIDERY AND SCREEN PRINT LLC	1000-41-41100-515670-00000000-	36570	POLICE CADET PT GEAR	84379	02/13/2023	2,261.00
	1000-42-42100-515050-00000000-	35080	CADET T-SHIRTS FALL 2022C	84560	02/17/2023	1,096.00
	Total Paid by Vendor					**3,357.00**
EMPLOYEES RETIREMENT SYSTEM OF ALABAMA	1000-00-00000-210270-00000000-	RSA-1 CONTR 230205	RSA-1 CONTRIBUTIONS 230205	84324	02/14/2023	72,419.96
	1000-00-00000-210270-00000000-	RSA-1 CONTR 230219	RSA-1 CONTRIBUTIONS WARR 230219	84705	02/23/2023	8,987.46
	Total Paid by Vendor					**81,407.42**
FASTENAL COMPANY	1000-75-75200-515340-00000000-	ALMAD235969	ITEMS FOR COUNTERS	84563	02/15/2023	965.69
	1000-75-75200-515340-00000000-	ALMAD235971	ITEMS FOR COUNTERS	84563	02/15/2023	40.00
	Total Paid by Vendor					**1,005.69**
GOODYEAR SERVICE STORES	1000-00-00000-140101-00000000-	0000030020	TIRES	84394	02/13/2023	1,660.88
	1000-00-00000-140101-00000000-	0000029954	TIRES	84394	02/13/2023	2,728.40
	Total Paid by Vendor					**4,389.28**
GORRIE REGAN & ASSOCIATES	1000-53-53100-520500-00000000-	30140	SOLE SOURCE INSTALL GATE SWITCHES	84571	02/14/2023	2,268.28
	Total Paid by Vendor					**2,268.28**
GRAYBAR ELECTRIC COMPANY	1000-14-14300-513010-00000000-	9330836990	WO#164707-410 ELECTRICAL PARTS	PCard	02/23/2023	291.28
	Total Paid by Vendor					**291.28**
HALEY STRATEGIC TRAINING LLC	1000-41-41305-515790-00000000-	20	TUITION FEE FOR D3 & D5 HANDGUN TRAINING	84400	02/13/2023	11,400.00
	Total Paid by Vendor					**11,400.00**
HARDIMAN REMEDIATION SERVICES INC	1000-14-14300-515370-00000000-	2863	CAVALRRY HILL CENTER-ASBESTOS REMOVAL	84573	02/20/2023	800.00
	Total Paid by Vendor					**800.00**
HILL LAWNMOWER & CHAINSAW CO	1000-55-55300-515340-00000000-	176843	FY23 BLANKET FOR PWS MAINT/CONST	84574	02/21/2023	150.88
	1000-55-55300-515340-00000000-	177189	FY23 BLANKET FOR PWS MAINT/CONST	PCard	02/23/2023	302.27
	Total Paid by Vendor					**453.15**
HILLS PET NUTRITION	1000-50-00000-515160-00000000-	244637722	BLANKET-DOG AND CAT FOOD	84575	02/21/2023	138.60
	1000-50-00000-515160-00000000-	244586377	BLANKET-DOG AND CAT FOOD	84575	02/21/2023	151.48
	1000-50-00000-515160-00000000-	244647387	BLANKET-DOG AND CAT FOOD	84575	02/21/2023	63.79
	Total Paid by Vendor					**353.87**
HOLSTON GASES INC	1000-42-42100-515340-00000000-	055905	OXYGEN/PROPANE TANK REFILLS BLANKET	84407	02/14/2023	92.28
	1000-42-42100-515340-00000000-	065113	OXYGEN/PROPANE TANK REFILLS BLANKET	84576	02/16/2023	76.90

	1000-42-42100-515340-00000000-	079316	OXYGEN/PROPANE TANK REFILLS BLANKET	PCard	02/23/2023	96.52
	Total Paid by Vendor					**265.70**
HOME DEPOT USA INC	1000-42-42200-515310-00000000-	731023461	STATION JANITORIAL SUPPLIES	84409	02/14/2023	28.34
	1000-14-14310-515310-00000000-	730127586	GENERAL SERVICES JANITORIAL SUPPLIES	84408	02/14/2023	20.68
	1000-42-42200-515310-00000000-	729899161	STATION JANITORIAL SUPPLIES	84577	02/15/2023	33.84
	1000-52-52600-515340-00000000-	730805728	CLEANING SUPPLIES FOR NORTH MAINTENANCE	84577	02/17/2023	135.12
	1000-52-52100-515340-00000000-	730805744	CLEANING SUPPLIES FOR ADMIN BUILDING	84577	02/17/2023	58.60
	1000-52-52200-515340-00000000-	730805736	CLEANING SUPPLIES FOR SPECIAL EVENTS	84577	02/17/2023	135.12
	1000-52-52400-515340-00000000-	731874186	CLEANING SUPPLIES FOR HAYS NATURE PRESERVE	84577	02/20/2023	3.09
	1000-55-55400-515340-00000000-	731023453	JANITORIAL SUPPLIES FOR MAINTENANCE	84577	02/21/2023	101.76
	Total Paid by Vendor					**516.55**
HUNTSVILLE CITY SCHOOLS	1000-00-00000-425130-00000000-	FEB APP FY23	FEB APPROP, LESS HPD COST, LESS LEASE 2800 POPLAR	84578	02/16/2023	(133,333.33)
	1000-14-14100-515700-00000000-	FEB APP FY23	FEB APPROP, LESS HPD COST, LESS LEASE 2800 POPLAR	84578	02/16/2023	(4,437.43)
	Total Paid by Vendor					**(137,770.76)**
HUNTSVILLE TRACTOR & EQUIPMENT INC	1000-15-15100-513030-00000000-	RO03681	COM TX 022123/RO03681	PCard	02/22/2023	35.00
	1000-15-15100-513030-00000000-	RO03681	COM TX 022123/RO03681	PCard	02/22/2023	115.38
	1000-15-15100-513030-00000000-	RO03681	COM TX 022123/RO03681	PCard	02/22/2023	1,225.00
	Total Paid by Vendor					**1,375.38**
HUNTSVILLE UTILITIES	1000-14-14100-515700-00000000-	3110100100000223	2023 BLANKET - HSV UTILITIES CUST#1101005008	84418	02/13/2023	424,710.97
	1000-53-53200-515700-PK1040XX-	2110100161900223	UTILITY USAGE FOR GARAGES (BLANKET)	84418	02/14/2023	2,780.82
	1000-14-14300-515460-00000000-	032023	2023 BLANKET PO LEASE ITS SPACE FROM HSV UTILITIE	84580	02/17/2023	11,897.25
	Total Paid by Vendor					**439,389.04**
IL STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	298492	Payroll Run 1 - Warrant 230219	84690	02/24/2023	225.00
	Total Paid by Vendor					**225.00**
INDUSTRIAL CONTRACTOR SUPPLY LLC	1000-55-55100-515340-00000000-	57869	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84421	02/14/2023	32.98
	1000-55-55400-515340-00000000-	57869	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84421	02/14/2023	42.58
	1000-55-55100-515340-00000000-	58209	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/14/2023	6.54
	1000-55-55400-515340-00000000-	58209	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/14/2023	9.02
	1000-55-55300-515340-00000000-	58120	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/14/2023	64.50
	1000-55-55300-515340-00000000-	58142	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/14/2023	35.19
	1000-55-55300-515340-00000000-	58178	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/14/2023	38.39
	1000-55-55400-515340-00000000-	58178	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/14/2023	15.36
	1000-55-55400-515340-00000000-	57992	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/14/2023	18.99
	1000-55-55400-515340-00000000-	58260	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/14/2023	13.52
	1000-55-55400-515340-00000000-	58261	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/14/2023	255.00
	1000-55-55100-515340-00000000-	58141	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/14/2023	39.24
	1000-55-55100-515340-00000000-	58235	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/14/2023	27.36
	1000-55-55300-515340-00000000-	58235	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/14/2023	28.32
	1000-55-55400-515340-00000000-	58235	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/14/2023	139.21
	1000-55-55400-515340-00000000-	58236	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/14/2023	461.70
	1000-55-55400-515340-00000000-	58289	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/14/2023	53.88
	1000-55-55300-515340-00000000-	58333	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/14/2023	560.00
	1000-55-55300-515340-00000000-	58285	FY23 PWS ALL MATERIAL "B" BLANKET	84582	02/14/2023	67.49
	1000-55-55300-515340-00000000-	58264	FY23 PWS ALL MATERIAL "B" BLANKET	84582	02/14/2023	276.08
	1000-55-55300-515340-00000000-	58231	FY23 PWS ALL MATERIAL "B" BLANKET	84582	02/14/2023	679.25
	1000-55-55300-515340-00000000-	58152	FY23 PWS ALL MATERIAL "B" BLANKET	84582	02/14/2023	29.12
	1000-55-55300-515340-00000000-	58332	FY23 PWS ALL MATERIAL "B" BLANKET	84582	02/14/2023	148.92
	1000-55-55300-515340-00000000-	58302	FY23 PWS ALL MATERIAL "B" BLANKET	84582	02/14/2023	78.98
	1000-55-55300-515340-00000000-	58377	FY23 PWS ALL MATERIAL "B" BLANKET	84582	02/14/2023	500.00
	1000-52-52600-515340-00000000-	58433	SUPPLIES FOR NORTH MAINTENANCE (BLANKET PO)	84582	02/15/2023	94.97
	1000-52-52600-515340-00000000-	58413	SUPPLIES FOR NORTH MAINTENANCE (BLANKET PO)	84582	02/15/2023	284.54
	1000-52-52700-515340-00000000-	58453	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	84582	02/15/2023	137.88
	1000-52-52700-515340-00000000-	58393	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	84582	02/15/2023	577.01
	1000-52-52900-515340-00000000-	58431	SAFETY VESTS FOR GREEN TEAM	84582	02/15/2023	3,537.00
	1000-52-52300-515340-00000000-	58396	SUPPLIES FOR SPORTS DIVISION (BLANKET PO)	84582	02/15/2023	131.80
	1000-52-52300-513013-00000000-	58436	SUPPLIES FOR IRRIGATION (BLANKET)	84582	02/17/2023	202.09
	1000-55-55300-515340-00000000-	58229	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/21/2023	76.78
	1000-55-55400-515340-00000000-	58229	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/21/2023	18.99
	1000-55-55400-515340-00000000-	58329	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/21/2023	18.99
	1000-55-55100-515340-00000000-	58430	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/21/2023	39.24
	1000-55-55400-515340-00000000-	58483	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/21/2023	44.26
	1000-55-55100-515340-00000000-	58278	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/21/2023	156.96

		1000-55-55400-515340-00000000-	58278	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/21/2023	27.04
		1000-55-55300-515340-00000000-	58422	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/21/2023	14.16
		1000-55-55400-515340-00000000-	58422	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84582	02/21/2023	21.29
		1000-55-55300-515340-00000000-	58442	FY23 PWS ALL MATERIAL "B" BLANKET	84582	02/21/2023	69.42
		1000-55-55300-515340-00000000-	58432	FY23 PWS ALL MATERIAL "B" BLANKET	84582	02/21/2023	10.88
		1000-55-55300-515340-00000000-	58419	FY23 PWS ALL MATERIAL "B" BLANKET	84582	02/21/2023	93.96
		1000-55-55300-515340-00000000-	58420	FY23 PWS ALL MATERIAL "B" BLANKET	84582	02/21/2023	202.09
		1000-55-55300-515340-00000000-	58308	FY23 PWS ALL MATERIAL "B" BLANKET	84582	02/21/2023	388.52
		1000-55-55300-515340-00000000-	57898	FY23 PWS ALL MATERIAL "B" BLANKET	84582	02/21/2023	196.42
		1000-55-55300-515340-00000000-	57716	FY23 PWS ALL MATERIAL "B" BLANKET	84582	02/21/2023	307.93
		1000-55-55300-515340-00000000-	58627	FY23 PWS ALL MATERIAL "B" BLANKET	84582	02/21/2023	11.55
		1000-55-55300-515340-00000000-	58398	FY23 PWS ALL MATERIAL "B" BLANKET	84582	02/21/2023	341.54
		1000-55-55300-515340-00000000-	58399	FY23 PWS ALL MATERIAL "B" BLANKET	84582	02/21/2023	103.34
		1000-55-55300-515340-00000000-	58484	FY23 PWS ALL MATERIAL "B" BLANKET	84582	02/21/2023	35.70
		1000-52-52600-515340-00000000-	57954	SUPPLIES FOR NORTH MAINTENANCE (BLANKET PO)	84582	02/21/2023	309.33
		1000-52-52300-513013-00000000-	58520	SUPPLIES FOR IRRIGATION (BLANKET)	84582	02/21/2023	92.65
		1000-52-52900-515340-00000000-	57801	SUPPLIES FOR GREEN TEAM (BLANKET PO)	84582	02/21/2023	15.82
		1000-52-52900-515340-00000000-	58534	SUPPLIES FOR GREEN TEAM (BLANKET PO)	84582	02/21/2023	59.18
		1000-52-52400-515340-00000000-	57800	SUPPLIES FOR HAYS NATURE PRESERVE (BLANKET PO)	84582	02/21/2023	197.50
		1000-52-52400-515340-00000000-	57930	SUPPLIES FOR HAYS NATURE PRESERVE (BLANKET PO)	84582	02/21/2023	144.09
		1000-52-52400-515340-00000000-	57967	SUPPLIES FOR HAYS NATURE PRESERVE (BLANKET PO)	84582	02/21/2023	124.50
		1000-55-55400-515340-00000000-	58439	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	PCard	02/23/2023	91.90
		1000-55-55100-515340-00000000-	58551	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	PCard	02/23/2023	65.96
		1000-55-55400-515340-00000000-	58515	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	PCard	02/23/2023	18.99
		1000-55-55300-515340-00000000-	57993	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	02/23/2023	31.12
		1000-55-55300-515340-00000000-	58122	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	02/23/2023	90.55
		1000-55-55300-515340-00000000-	58194	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	02/23/2023	39.38
		1000-55-55300-515340-00000000-	58195	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	02/23/2023	84.62
		1000-55-55300-515340-00000000-	58400	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	02/23/2023	38.97
		1000-55-55300-515340-00000000-	58409	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	02/23/2023	52.22
		1000-55-55300-515340-00000000-	58421	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	02/23/2023	11.34
		1000-55-55300-515340-00000000-	58437	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	02/23/2023	68.88
		1000-55-55300-515340-00000000-	58438	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	02/23/2023	145.45
		1000-55-55300-515340-00000000-	58458	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	02/23/2023	160.82
		1000-55-55300-515340-00000000-	58496	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	02/23/2023	326.28
		1000-55-55300-515340-00000000-	58547	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	02/23/2023	309.20
		Total Paid by Vendor					**13,244.72**
	INSIGHT GLOBAL LLC	1000-17-17100-515370-00000000-	11003010687	RES 22-497 TEMP HIRE FOR ITS VIA INSIGHT GLOBAL IT	84423	02/13/2023	1,872.00
		1000-71-71100-515370-00000000-	11003029798	(BLANKET) TEMP EMPLOYEE-EMMA WARREN	84583	02/15/2023	1,320.00
		1000-71-71100-515370-00000000-	11003049455	(BLANKET) TEMP EMPLOYEE-EMMA WARREN	PCard	02/22/2023	1,254.00
		1000-17-17100-515370-00000000-	11003049456	RES 22-497 TEMP HIRE FOR ITS VIA INSIGHT GLOBAL IT	PCard	02/22/2023	1,584.00
		Total Paid by Vendor					**6,030.00**
	INTERGRAPH CORPORATION	1000-17-17100-515250-00000000-	S23-0000153	SOLE SOURCE FIRE'S MPS SW YEARLY SUPPORT 2023-24	84424	02/13/2023	22,831.20
		Total Paid by Vendor					**22,831.20**
	J H COLLIER INC	1000-17-17400-520200-00000000-	000I8967	IT STOCK-SCANNERS	84584	02/14/2023	886.52
		Total Paid by Vendor					**886.52**
	J HIGGINS LTD INC	1000-42-42100-515670-00000000-	183877A	HONOR GUARD UNIFORMS	84585	02/14/2023	926.23
		Total Paid by Vendor					**926.23**
	JAKE MARSHALL SERVICE INC	1000-14-14300-513010-00000000-	HUNTSVILLE-459627	2023 BLANKET PO HONEYWELL & ACCESS CONTROL REPAIR	84426	02/13/2023	1,152.34
		1000-14-14300-513010-00000000-	HUNTSVILLE-459737	2023 BLANKET PO HONEYWELL & ACCESS CONTROL REPAIR	84587	02/15/2023	188.00
		1000-14-14300-513010-00000000-	HUNTSVILLE-455545	2023 BLANKET PO HONEYWELL & ACCESS CONTROL REPAIR	84587	02/16/2023	4,042.00
		Total Paid by Vendor					**5,382.34**
	JAMES R HALL	1000-15-15100-513030-00000000-	55027	COM TX 021623/55027	84627	02/17/2023	50.00
		1000-15-15100-513030-00000000-	55030	COM TX 021623/55030	84627	02/17/2023	50.00
		1000-15-15100-513030-00000000-	55031	COM TX 021623/55031	84627	02/17/2023	85.00
		1000-15-15100-513030-00000000-	55032	COM TX 021623/55032	84627	02/17/2023	15.30
		1000-15-15100-513030-00000000-	55032	COM TX 021623/55032	84627	02/17/2023	50.00
		1000-15-15100-513030-00000000-	61302	COM TX 021623/61302	84627	02/17/2023	4.50
		1000-15-15100-513030-00000000-	61302	COM TX 021623/61302	84627	02/17/2023	50.00
		1000-15-15100-513030-00000000-	61303	COM TX 021623/61303	84627	02/17/2023	4.50
		1000-15-15100-513030-00000000-	61303	COM TX 021623/61303	84627	02/17/2023	85.00
		1000-15-15100-513030-00000000-	61313	COM TX 021623/61313	84627	02/17/2023	50.00

	1000-15-15100-513030-00000000-	61314	COM TX 021623/61314	84627	02/17/2023	7.80
	1000-15-15100-513030-00000000-	61314	COM TX 021623/61314	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61316	COM TX 021623/61316	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61317	COM TX 021623/61317	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61343	COM TX 021623/61343	84627	02/17/2023	44.40
	1000-15-15100-513030-00000000-	61343	COM TX 021623/61343	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61352	COM TX 021623/61352	84627	02/17/2023	12.60
	1000-15-15100-513030-00000000-	61352	COM TX 021623/61352	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61354	COM TX 021623/61354	84627	02/17/2023	3.00
	1000-15-15100-513030-00000000-	61354	COM TX 021623/61354	84627	02/17/2023	85.00
	1000-15-15100-513030-00000000-	61359	COM TX 021623/61359	84627	02/17/2023	4.50
	1000-15-15100-513030-00000000-	61359	COM TX 021623/61359	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61363	COM TX 021623/61363	84627	02/17/2023	4.50
	1000-15-15100-513030-00000000-	61363	COM TX 021623/61363	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61366	COM TX 021623/61366	84627	02/17/2023	4.50
	1000-15-15100-513030-00000000-	61366	COM TX 021623/61366	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61455	COM TX 021623/61455	84627	02/17/2023	4.50
	1000-15-15100-513030-00000000-	61455	COM TX 021623/61455	84627	02/17/2023	85.00
	1000-15-15100-513030-00000000-	61460	COM TX 021623/61460	84627	02/17/2023	6.90
	1000-15-15100-513030-00000000-	61460	COM TX 021623/61460	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61612	COM TX 021623/61612	84627	02/17/2023	28.50
	1000-15-15100-513030-00000000-	61612	COM TX 021623/61612	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61613	COM TX 021623/61613	84627	02/17/2023	32.40
	1000-15-15100-513030-00000000-	61613	COM TX 021623/61613	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61840	COM TX 021623/61840	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61877	COM TX 021623/61877	84627	02/17/2023	4.50
	1000-15-15100-513030-00000000-	61877	COM TX 021623/61877	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61889	COM TX 021623/61889	84627	02/17/2023	7.80
	1000-15-15100-513030-00000000-	61889	COM TX 021623/61889	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61901	COM TX 021623/61901	84627	02/17/2023	85.00
	1000-15-15100-513030-00000000-	61912	COM TX 021623/61912	84627	02/17/2023	4.50
	1000-15-15100-513030-00000000-	61912	COM TX 021623/61912	84627	02/17/2023	85.00
	1000-15-15100-513030-00000000-	61923	COM TX 021623/61923	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61926	COM TX 021623/61926	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61927	COM TX 021623/61927	84627	02/17/2023	9.00
	1000-15-15100-513030-00000000-	61927	COM TX 021623/61927	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61930	COM TX 021623/61930	84627	02/17/2023	4.50
	1000-15-15100-513030-00000000-	61930	COM TX 021623/61930	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61931	COM TX 021623/61931	84627	02/17/2023	10.20
	1000-15-15100-513030-00000000-	61931	COM TX 021623/61931	84627	02/17/2023	85.00
	1000-15-15100-513030-00000000-	61935	COM TX 021623/61935	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61937	COM TX 021623/61937	84627	02/17/2023	4.50
	1000-15-15100-513030-00000000-	61937	COM TX 021623/61937	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61950	COM TX 021623/61950	84627	02/17/2023	8.70
	1000-15-15100-513030-00000000-	61950	COM TX 021623/61950	84627	02/17/2023	50.00
	1000-15-15100-513030-00000000-	61388-020523	COM TX 021623/61388	84627	02/17/2023	65.00
	1000-15-15100-513030-00000000-	61375-020823	COM TX 021623/61375	84627	02/17/2023	54.50
	1000-15-15100-513030-00000000-	61370-020823	COM TX 021623/61370	84627	02/17/2023	85.00
	Total Paid by Vendor					**2,331.10**
KELLYS TIRE SERVICE	1000-15-15100-513030-00000000-	239397	COM TX 021623/239397	90000460	02/17/2023	208.54
	1000-00-00000-140101-00000000-	239282	TIRES	90000460	02/17/2023	609.45
	1000-00-00000-140101-00000000-	239399	TIRES	90000460	02/17/2023	1,468.80
	1000-15-15100-513030-00000000-	239458	COM TX 022023/239458	PCard	02/21/2023	130.00
	1000-15-15100-513030-00000000-	239458	COM TX 022023/239458	PCard	02/21/2023	1,379.32
	Total Paid by Vendor					**3,796.11**
KRONOS INC	1000-17-17100-515250-00000000-	12029877	SOLE SOURCE KRONOS SUPPORT HOSTING SERVICES WPC	84431	02/13/2023	3,937.02
	Total Paid by Vendor					**3,937.02**
LEE COMPANY	1000-14-14300-513010-00000000-	LEE-513423	2023 BLANKET PO PLUMBING REPAIRS	84592	02/15/2023	465.00
	1000-14-14300-513010-00000000-	LEE-513421	2023 BLANKET PO PLUMBING REPAIRS	84592	02/15/2023	155.00
	1000-14-14300-513010-00000000-	LEE-513422	2023 BLANKET PO PLUMBING REPAIRS	84592	02/15/2023	387.50
	Total Paid by Vendor					**1,007.50**
LEGRAND HOLDING, INC.	1000-17-17300-520200-00000000-	INV20230813	WO 162492-ISILON INSTALLATION	84593	02/14/2023	2,144.00

	Total Paid by Vendor					**2,144.00**
LINCOLN NATIONAL LIFE	1000-00-00000-210230-00000000-	873001032 1/08/2023	PPE 1/08/23 VOLUNTARY AD&D INSURANCE PREMIUMS	90000461	02/17/2023	1,584.37
	1000-00-00000-210230-00000000-	873001032 1/22/2023	PPE 1/22/23 VOLUNTARY AD&D INSURANCE PREMIUMS	90000461	02/17/2023	1,581.38
	1000-00-00000-210230-00000000-	873001032 2/05/2023	PPE 2/05/23 VOLUNTARY AD&D INSURANCE PREMIUMS	90000461	02/17/2023	1,588.12
	1000-00-00000-210230-00000000-	860053256 1/08/2023	PPE 1/08/23 VOLUNTARY TERM LIFE INS PREMIUMS	90000461	02/17/2023	20,529.84
	1000-00-00000-210230-00000000-	860053256 1/22/2023	PPE 1/22/23 VOLUNTARY TERM LIFE INS PREMIUMS	90000461	02/17/2023	20,504.00
	1000-00-00000-210230-00000000-	860053256 2/05/2023	PPE 2/05/23 VOLUNTARY TERM LIFE INS PREMIUMS	90000461	02/17/2023	20,643.13
	Total Paid by Vendor					**66,430.84**
LISA WARNER	1000-50-00000-515162-00000000-	102251	BLANKET LISP, SPAY/NEUTER/RABIES, MEDICAL, SICK/I	PCard	02/23/2023	10.00
	1000-50-00000-515162-00000000-	102268	BLANKET LISP, SPAY/NEUTER/RABIES, MEDICAL, SICK/I	PCard	02/23/2023	20.00
	1000-50-00000-515163-00000000-	102312	BLANKET LISP, SPAY/NEUTER/RABIES, MEDICAL, SICK/I	PCard	02/23/2023	105.00
	1000-50-00000-515163-00000000-	102313	BLANKET LISP, SPAY/NEUTER/RABIES, MEDICAL, SICK/I	PCard	02/23/2023	55.00
	Total Paid by Vendor					**190.00**
MADISON COUNTY AUTO PARTS INC	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	1.76
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	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	5.24
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	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	7.66
	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	7.72
	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	9.24
	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	9.42
	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	9.79
	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	10.48
	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	11.00
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	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	12.80
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	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	16.18
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	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	16.71
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	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	19.53
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	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	50.03
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	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	54.00
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	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	82.27
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	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	93.04
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	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	117.63
	1000-15-15100-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	126.28
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1000-15-15100-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	441.76
1000-15-15100-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	639.48
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	3.16
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	3.60
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	4.30
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	4.88
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	5.57
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	5.71
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	6.32
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	15.06
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	15.85
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	16.18
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	16.26
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	17.52
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	18.06
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	19.89
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	22.00
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1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	47.85
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1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	65.86
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	92.64
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1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	155.81
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	168.31
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1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	297.94
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	500.23
1000-15-15100-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	8,985.20
1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	1.40
1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	2.74
1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	3.16
1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	3.42
1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	3.60
1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	4.30
1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	4.88
1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	5.17
1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	5.71
1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	5.76
1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	11.00
1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	12.93

		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	14.66
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	16.18
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	18.24
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	19.09
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	27.85
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	29.01
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	30.84
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	33.36
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	35.69
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	42.40
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	45.10
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	50.37
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	52.28
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	56.16
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	58.32
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	75.88
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	77.24
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	85.76
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	88.36
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	109.77
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	127.24
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	166.08
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	181.80
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	218.72
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	306.20
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	329.23
		1000-15-15100-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	408.66
		1000-15-15100-520500-00000000-	243279	SHOP EQUIPMENT MIKE ROSE	84596	02/16/2023	2,791.34
		1000-15-15100-513030-00000000-	OPEN 01.26.23	INVOICES DID NOT IMPORT FROM ASSETWORKS	84597	02/16/2023	8,419.06
		1000-55-55400-514010-00000000-	243281	FY23 VARIOUS FLUIDS, AUTOMOTIVE-PWS BLANKET	84596	02/21/2023	915.72
		1000-55-55400-514010-00000000-	243283	FY23 VARIOUS FLUIDS, AUTOMOTIVE-PWS BLANKET	84596	02/21/2023	124.34
		1000-55-55400-514010-00000000-	243285	FY23 VARIOUS FLUIDS, AUTOMOTIVE-PWS BLANKET	84596	02/21/2023	186.51
		1000-55-55400-514010-00000000-	243439	FY23 VARIOUS FLUIDS, AUTOMOTIVE-PWS BLANKET	84596	02/21/2023	185.86
		1000-15-15100-515340-00000000-	243526	GLOVES FOR SHOP TECHNICIANS	PCard	02/22/2023	157.88
		Total Paid by Vendor					**51,966.45**
	MADISON COUNTY COMMISSION	1000-00-00000-610031-00000000-	FEB FY23 JAIL OP	FEB JAIL OPER SPEC APP MONTHLY PYMT ORD 22-736	84598	02/16/2023	175,000.00
		1000-14-14100-515700-00000000-	FEB FY23 JAIL OP	FEB JAIL OPER SPEC APP MONTHLY PYMT ORD 22-736	84598	02/16/2023	(45,959.32)
		Total Paid by Vendor					**129,040.68**
	MADISON COUNTY PROBATE JUDGE	1000-70-70200-515370-00000000-	483/02/2023	REIMBERSE ESTABLISHED PRE-PAID ACCOUNT #483	84595	02/20/2023	4,000.00
		Total Paid by Vendor					**4,000.00**
	MANAGED ASSET RECYCLING SOLUTIONS LLC	1000-17-17400-515340-00000000-	2202023	HARD DRIVE DESTRUCTION	84599	02/20/2023	484.00
		Total Paid by Vendor					**484.00**
	MAPLES LAW FIRM, PC	1000-18-00000-515372-00000000-	116390	BLANKET - OUTSIDE LEGAL SERVICES	84436	02/14/2023	1,050.00
		Total Paid by Vendor					**1,050.00**
	MARK B HASTINGS	1000-43-00000-515370-00000000-	4009 1ST SESSION	INST DDC/AA25 CLASS-2/8/23-CLASS# 4009 1ST SESSION	84403	02/13/2023	120.00
		Total Paid by Vendor					**120.00**
	MARSH USA, INC	1000-19-00000-515220-00000000-	2177404	NOTARY BOND-P. WALDROP	84586	02/17/2023	50.00
		1000-19-00000-515220-00000000-	2178419	NOTARY BONDS-C.WALL	PCard	02/21/2023	50.00
		1000-19-00000-515220-00000000-	2178551	NOTARY BONDS-J.DOWDLE RIZZARDI	PCard	02/21/2023	50.00
		Total Paid by Vendor					**150.00**
	MARSHALL COUNTY	1000-00-00000-210180-00000000-	298495	Payroll Run 1 - Warrant 230219	84697	02/24/2023	28.00
		Total Paid by Vendor					**28.00**
	MCGRIFF TIRE CO INC	1000-15-15100-513030-00000000-	4660048800	COM TX 021623/4660048800	90000463	02/17/2023	70.00
		1000-00-00000-140101-00000000-	4660048618	TIRES	90000464	02/17/2023	1,494.72
		1000-00-00000-460400-00000000-	4660048322	CREDIT FOR TIRE PURCHASE	84440	02/13/2023	(1,222.68)
		1000-00-00000-140101-00000000-	4660048309	TIRES	84440	02/13/2023	4,325.10
		1000-00-00000-140101-00000000-	4660048318	TIRES	84440	02/13/2023	724.30
		Total Paid by Vendor					**5,391.44**
	MCKESSON MEDICAL SURGICAL GOVERNMENT	1000-42-42100-515340-00000000-	20302343	MEDICAL SUPPLIES	84600	02/15/2023	26.23
		1000-42-42100-515340-00000000-	20302670	MEDICAL SUPPLIES	84600	02/15/2023	356.51
		1000-42-42100-515340-00000000-	20306632	STETHESCOPES AND PULSE OX	84600	02/15/2023	657.80
		1000-42-42100-515340-00000000-	20316744	BVM SUPPLY	84600	02/17/2023	10,859.23

	1000-42-42100-515340-00000000-	20327117	MEDICAL GLOVES FOR SUPPRESSION	84600	02/17/2023	115.50
	1000-42-42100-515340-00000000-	20271418	MEDICAL GLOVES FOR SUPPRESSION	84600	02/17/2023	117.73
	1000-42-42100-515340-00000000-	19379074	MEDICAL SUPPLIES	84600	02/17/2023	163.51
	1000-42-42100-515340-00000000-	19545317	ALBUTEROL SULFATE / FORCEPS	84600	02/20/2023	125.20
	1000-42-42100-515340-00000000-	19545834	ALBUTEROL SULFATE / FORCEPS	84600	02/20/2023	120.10
	1000-42-42100-515340-00000000-	19549431	ALBUTEROL SULFATE / FORCEPS	84600	02/20/2023	144.90
	1000-42-42100-515340-00000000-	19406211	MEDICAL AED PADS	84600	02/20/2023	202.05
	1000-42-42100-515050-00000000-	20297019	TRAINING MEDICAL CABINET	84600	02/20/2023	24.00
	1000-42-42100-515340-00000000-	20297018	MEDICAL SUPPLIES	84600	02/20/2023	48.00
	1000-42-42100-515340-00000000-	20297045	MEDICAL GLOVES FOR SUPPRESSION	84600	02/20/2023	462.00
	1000-42-42100-515340-00000000-	2762794	CREDIT MEMO	84600	02/20/2023	(180.00)
	1000-42-42100-515340-00000000-	3066359	CREDIT MEMO	84600	02/20/2023	(1,800.00)
	1000-42-42100-515340-00000000-	20022741	MEDICAL SUPPLIES	PCard	02/22/2023	923.70
	1000-42-42100-515340-00000000-	20019350	MEDICAL SUPPLIES	PCard	02/22/2023	7,215.30
	1000-42-42100-515050-00000000-	20332915	TRAINING MEDICAL CABINET	PCard	02/22/2023	0.69
	1000-42-42100-515340-00000000-	20332914	MEDICAL SUPPLIES	PCard	02/22/2023	13.80
	Total Paid by Vendor					**19,596.25**
MERRILL KAY HUDNALL	1000-50-00000-515340-00000000-	01/03/23-01/31/23	BLANKET-RELIEF VETERINARIAN	PCard	02/21/2023	3,100.00
	Total Paid by Vendor					**3,100.00**
MICHELE T HATCHER CHAPTER 13 TRUSTEE	1000-00-00000-210180-00000000-	298481	Payroll Run 1 - Warrant 230219	84698	02/24/2023	6,968.00
	Total Paid by Vendor					**6,968.00**
MICHIGAN STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	298493	Payroll Run 1 - Warrant 230219	84699	02/24/2023	332.64
	Total Paid by Vendor					**332.64**
MICROGENICS CORPORATION	1000-43-00000-515340-00000000-	981990	SUPPLIES FOR THE DRUG LAB / NETTA S. 256-427-7803	84602	02/16/2023	9,150.00
	Total Paid by Vendor					**9,150.00**
MOBILE COMMUNICATIONS AMERICA INC	1000-17-17100-515070-00000000-	80102827	FY23 BLANKET PO SOLE SOURCE MCA 400MHZ RADIOS COH	84604	02/20/2023	887.43
	1000-17-17100-515070-00000000-	80102828	FY23 BLANKET PO SOLE SOURCE MCA 400MHZ RADIOS COH	84604	02/21/2023	697.27
	Total Paid by Vendor					**1,584.70**
NATIONWIDE RETIREMENT SOLUTIONS	1000-00-00000-210220-00000000-	NATIONWDE CNT 230219	NATIONWIDE CONTRIBUTIONS 230219	84685	02/21/2023	94,978.37
	Total Paid by Vendor					**94,978.37**
NEXAIR LLC	1000-75-75200-515340-00000000-	0010624610	CYLINDER MAINTENANCE ***BLANKET PO***	84609	02/15/2023	69.93
	1000-15-15100-515340-00000000-	0010693862	CYLINDER MAINTENANCE (BLANKET)	PCard	02/22/2023	27.31
	Total Paid by Vendor					**97.24**
NORTH AMERICA FIRE EQUIPMENT CO INC	1000-42-42100-515340-00000000-	1191356	RAM FAN CORD	84444	02/13/2023	25.00
	1000-42-42100-515610-00000000-	1192985	PELICAN SCENE LIGHT BATTERIES	84608	02/21/2023	1,000.00
	1000-42-42100-515340-00000000-	1193058	FIREFRIGHTING GLOVES FOR SUPRESSION	84608	02/21/2023	3,605.00
	1000-42-42100-515340-00000000-	1192549	LIFELINE ROPE	84608	02/21/2023	1,422.00
	1000-42-42100-515340-00000000-	1192075	FIRE HOSE FOR SUPPLY STOCK	84608	02/21/2023	38,310.11
	1000-42-42100-515610-00000000-	1192982	FLASH LIGHTS & TIC CHARGING STATION	84608	02/21/2023	1,420.00
	1000-42-42100-515340-00000000-	1191732	LIFESAFETY ROPE	PCard	02/22/2023	948.00
	Total Paid by Vendor					**46,730.11**
NUCO2 SUPPLY LLC	1000-30-30600-515340-00000000-	72153353	CO2 HSV AQUATICS CENTER FY23 (EMERGENCY NEED)	84448	02/13/2023	1,464.93
	1000-30-30600-515340-00000000-	72230344	CO2 HSV AQUATICS CENTER FY23 (EMERGENCY NEED)	84610	02/15/2023	1,299.91
	1000-30-30600-515340-00000000-	72258904	CO2 HSV AQUATICS CENTER FY23 (EMERGENCY NEED)	84610	02/17/2023	1,120.70
	Total Paid by Vendor					**3,885.54**
NXTSTEP CRIMINAL LAW	1000-43-00000-515043-00000000-	593	FOR INDIGENT DEFENSE SERVICES FOR 11171300	84449	02/13/2023	672.00
	1000-43-00000-515043-00000000-	594	FOR INDIGENT DEFENSE SERVICES FOR 11144566	84449	02/13/2023	700.00
	1000-43-00000-515043-00000000-	597	FOR INDIGENT DEFENSE SERVICES FOR 11200403	84611	02/15/2023	322.00
	Total Paid by Vendor					**1,694.00**
NYS CHILD SUPPORT PROCESSING (SDU)	1000-00-00000-210180-00000000-	298480	Payroll Run 1 - Warrant 230219	84700	02/24/2023	23.06
	Total Paid by Vendor					**23.06**
OCCUPATIONAL HEALTH GROUP	1000-42-42100-515050-00000000-	210266	VACCINES / PHYSICALS BLANKET	84612	02/17/2023	7,950.00
	1000-42-42100-515370-00000000-	210266	VACCINES / PHYSICALS BLANKET	84612	02/17/2023	3,337.00
	Total Paid by Vendor					**11,287.00**
PARK SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S2203753.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84453	02/13/2023	311.10
	1000-14-14300-513010-00000000-	S2203762.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84453	02/13/2023	17.73
	1000-14-14300-513010-00000000-	S2203917.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84614	02/14/2023	6.93
	1000-14-14300-513010-00000000-	S2203918.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84614	02/14/2023	31.60
	1000-14-14300-513010-00000000-	S2203981.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84614	02/14/2023	28.21
	1000-14-14300-513010-00000000-	S2204291.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84614	02/14/2023	390.81
	1000-14-14300-515610-00000000-	S2204325.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84614	02/14/2023	8.63

		1000-14-14300-515610-00000000-	S2204327.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84614	02/14/2023	36.28
		1000-14-14300-513010-00000000-	S2204685.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84614	02/16/2023	369.89
		1000-14-14300-513010-00000000-	S2204995.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84614	02/16/2023	24.16
		1000-14-14300-513010-00000000-	S2205236.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84614	02/16/2023	172.28
		1000-14-14300-513010-00000000-	S2205245.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84614	02/16/2023	81.64
		1000-14-14300-513010-00000000-	S2205494.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84614	02/16/2023	228.57
		1000-14-14300-513010-00000000-	S2205619.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84614	02/16/2023	382.94
		1000-14-14300-513010-00000000-	S2205619.002	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84614	02/16/2023	91.23
		1000-14-14300-513010-00000000-	S2206215.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84614	02/20/2023	23.31
		1000-14-14300-513010-00000000-	S2205940.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	PCard	02/21/2023	37.61
		Total Paid by Vendor					**2,242.92**
	PCARD PAYMENTS	1000-41-41250-515340-00000000-	298921	NTOA MEMBERSHIP- GERLAD GAMBINO	PCard	02/13/2023	35.00
		1000-17-17100-515790-00000000-	298922	VUE*COMPTIA MRKETPLCE SECURITY PLUS CERTIFICATION	PCard	02/13/2023	199.00
		1000-41-41250-515340-00000000-	298923	HEADSETS- CNRT TEAM	PCard	02/13/2023	449.98
		1000-55-55300-515340-00000000-	298924	AMERICAN PUBLIC WORKS ASSOCIATION MEMBERSHIP	PCard	02/13/2023	229.00
		1000-55-55300-515340-00000000-	298925	AMERICAN PUBLIC WORKS ASSOCIATION MEMBERSHIP	PCard	02/13/2023	229.00
		1000-42-42100-515430-00000000-	298926	SSP*CalhounCommCollege FEE FOR RECRUITMENT FAIR. S	PCard	02/13/2023	150.00
		1000-17-17100-515070-00000000-	298927	GOOGLE *FIBER F676xB FIBER FOR POLICE	PCard	02/13/2023	132.60
		1000-41-41305-515430-00000000-	298934	RECRUITMENT FAIR- WALALCE STATE COMM COLLEGE	PCard	02/13/2023	100.00
		1000-41-41305-515430-00000000-	298935	RECRUITMENT FAIR- JACKSONVILLE STATE UNIV	PCard	02/13/2023	125.00
		1000-41-41100-515340-00000000-	298937	OVERNIGHT MAIL SERVICE	PCard	02/13/2023	419.34
		1000-14-14300-513010-00000000-	298939	CANVAS DROP CLOTH FOR WO# 164870	PCard	02/14/2023	16.98
		1000-41-41306-515340-00000000-	298940	SUPPLIES- SAFETY PATROL	PCard	02/14/2023	567.07
		1000-41-41204-515340-00000000-	298942	SUPPLIES- CID	PCard	02/14/2023	369.99
		1000-52-52200-515340-00000000-	298945	CANOE PADDLE FOR CANOE FOR DOWNTOWN WATERWAYS - SP	PCard	02/14/2023	49.98
		1000-41-41250-515790-00000000-	298946	FRANKS/MEDFORD/FANN/DUTTON/O'FIELD- CULLMAN, AL- R	PCard	02/14/2023	1,750.00
		1000-14-14300-513010-00000000-	298947	LEAK DETECTION FOR WO# 164749	PCard	02/14/2023	674.00
		1000-52-52400-515340-00000000-	298948	MUCK BOOTS FOR WORKING IN WATERWAYS - HAYS	PCard	02/14/2023	159.98
		1000-14-14300-513010-00000000-	298949	MATERIALS FOR WO# 164860	PCard	02/14/2023	23.92
		1000-14-14300-513010-00000000-	298951	MATERIAL FOR WO# 164811	PCard	02/15/2023	10.31
		1000-14-14300-513010-00000000-	298952	REFUND DUE TO TAXES BEING CHARGED	PCard	02/15/2023	(11.24)
		1000-14-14300-513010-00000000-	298953	MATERIALS FOR WO# 164811 - TAXES CHARGED BUT REFUN	PCard	02/15/2023	11.24
		1000-42-42100-515340-00000000-	298954	THE HOME DEPOT #0804 BRUSHES FOR HYDRANTS/FANS FOR	PCard	02/15/2023	160.55
		1000-14-14300-513010-00000000-	298956	MISC MATERIALS FOR WO# 164861	PCard	02/15/2023	14.71
		1000-42-42100-515340-00000000-	298957	THE HOME DEPOT #0804 FENCE POSTS FOR HM15	PCard	02/15/2023	94.62
		1000-14-14300-513010-00000000-	298958	MATERIALS FOR THE CONTROLS TEAM WO# 164799	PCard	02/15/2023	15.96
		1000-14-14300-513010-00000000-	298959	KITCHEN FAUCET FOR WO# 164928	PCard	02/15/2023	404.92
		1000-41-41204-515340-00000000-	298960	SUPPLIES- CRIME SCENE	PCard	02/15/2023	427.83
		1000-14-14300-515610-00000000-	298961	TOOLS FOR SHOP	PCard	02/16/2023	329.00
		1000-41-41303-515340-00000000-	298962	EVEIDENCE REFRIGERATOR	PCard	02/16/2023	698.00
		1000-42-42100-515340-00000000-	298967	IN *SHINERZ SHOWCAR PRODU, GREEN TRUCK WASH BRUSHE	PCard	02/16/2023	134.81
		1000-42-42100-515340-00000000-	298968	THE HOME DEPOT #0804, RIGID COMPRESSOR FOR ST. 15	PCard	02/16/2023	129.00
		1000-41-41100-515790-00000000-	298970	KIRK GILES- MONTGOMERY, AL- HOTEL	PCard	02/16/2023	384.20
		1000-14-14300-513010-00000000-	298971	MATERIALS FOR WO# 164423	PCard	02/16/2023	27.74
		1000-14-14300-513010-00000000-	298972	TAX REFUND ON PURCHASE FOR WO# 165017	PCard	02/16/2023	(2.86)
		1000-14-14300-513010-00000000-	298973	MATERIALS FOR WO# 165017 - TAXES CHARGED WERE REFU	PCard	02/16/2023	34.54
		1000-14-14300-513010-00000000-	298974	MATERIAL FOR WO# 165034	PCard	02/17/2023	49.88
		1000-14-14300-515610-00000000-	298975	SHOP TOOLS	PCard	02/17/2023	40.78
		1000-14-14300-513010-00000000-	298976	MATERIAL FOR WO# 165031	PCard	02/17/2023	5.98
		1000-41-41303-515340-00000000-	298977	AMANADA TRAULSEN- APCO CERTIFICATION	PCard	02/17/2023	30.00
		1000-41-41303-515340-00000000-	298978	(REFUND) SUPPLIES- HPD FLEET	PCard	02/17/2023	(18.27)
		1000-41-41303-515340-00000000-	298979	SUPPLIES- HPD FLEET	PCard	02/17/2023	333.38
		1000-41-41303-515340-00000000-	298980	SUPPLIES- HPD FLEET	PCard	02/17/2023	26.79
		1000-41-41303-515340-00000000-	298981	SUPPLIES- HPD FLEET	PCard	02/17/2023	20.18
		1000-14-14300-513010-00000000-	298982	MATERIAL FOR WO# 164799	PCard	02/17/2023	99.00
		1000-15-15100-515790-00000000-	298983	ASE TEST FEES Curtis Brooks	PCard	02/17/2023	140.00
		1000-15-15100-515790-00000000-	298984	ASE TEST FEES Robert Baker	PCard	02/17/2023	140.00
		1000-55-55400-515340-00000000-	298985	EMERGENCY PURCHASE FOR MARDI GRAS- CABLE TIES	PCard	02/17/2023	54.24
		1000-14-14300-513010-00000000-	298986	MATERIALS FOR CONTROLS TEAM WO# 164799	PCard	02/17/2023	12.88
		1000-12-12500-515340-00000000-	298988	GooGoo #605 Huntsville CLERK TREASURER CITY VEHICL	PCard	02/17/2023	16.00
		1000-16-16100-515340-00000000-	298989	PAPER DIRECT -CONGRATS BLU/GLD FOIL CERT JCK	PCard	02/17/2023	159.12

	1000-14-14300-513010-00000000-	298990	MATERIALS FOR WO# 165058	PCard	02/17/2023	16.96
	Total Paid by Vendor					**9,671.09**
PERFORMANCE TIRE & SERVICE CENTER LLC	1000-00-00000-140101-00000000-	99807	TIRES	84454	02/13/2023	198.00
	1000-00-00000-140101-00000000-	99730	TIRES	84454	02/13/2023	2,728.40
	1000-15-15100-513030-00000000-	99941	COM TX 021623/99941	84616	02/17/2023	540.72
	1000-00-00000-140101-00000000-	99892	TIRES	84616	02/17/2023	589.48
	1000-00-00000-140101-00000000-	99955	TIRES	84616	02/17/2023	476.84
	1000-00-00000-140101-00000000-	99876	TIRES	84616	02/17/2023	2,809.14
	1000-00-00000-140101-00000000-	99875	99875	84616	02/17/2023	190.18
	Total Paid by Vendor					**7,532.76**
PORTER ROOFING CONTRACTORS INC	1000-14-14300-513010-00000000-	16635	2023 BLANKET PO ROOFING REPAIRS	84618	02/21/2023	307.93
	1000-14-14300-513010-00000000-	16651	2023 BLANKET PO ROOFING REPAIRS	PCard	02/22/2023	184.67
	1000-14-14300-513010-00000000-	16657	2023 BLANKET PO ROOFING REPAIRS	PCard	02/22/2023	228.90
	1000-14-14300-513010-00000000-	16658	2023 BLANKET PO ROOFING REPAIRS	PCard	02/22/2023	228.79
	Total Paid by Vendor					**950.29**
PREMIER ON SITE FLEET SERVICES	1000-15-15100-513030-00000000-	29939	COM TX 021623/29939	84619	02/17/2023	475.95
	1000-15-15100-513030-00000000-	29939	COM TX 021623/29939	84619	02/17/2023	792.38
	1000-15-15100-513030-00000000-	29940	COM TX 021623/29940	84619	02/17/2023	245.95
	1000-15-15100-513030-00000000-	29940	COM TX 021623/29940	84619	02/17/2023	602.38
	Total Paid by Vendor					**2,116.66**
PREMISE HEALTH SYSTEMS INC	1000-16-16300-518010-00000000-	207179	MED STAFF, SUPPLIES, MEDS FOR DISPENSARY 1/23	PCard	02/23/2023	73,207.12
	1000-16-16300-518020-00000000-	207179	MED STAFF, SUPPLIES, MEDS FOR DISPENSARY 1/23	PCard	02/23/2023	17,537.53
	Total Paid by Vendor					**90,744.65**
PRO ELECTRIC INC	1000-14-14300-513010-00000000-	W43302	2023 BLANKET PO ELECTRICAL REPAIRS	90000469	02/15/2023	1,213.94
	1000-14-14300-513010-00000000-	W43307	2023 BLANKET PO ELECTRICAL REPAIRS	90000469	02/15/2023	281.25
	1000-14-14300-513010-00000000-	W43311	2023 BLANKET PO ELECTRICAL REPAIRS	90000469	02/15/2023	2,036.98
	1000-14-14300-513010-00000000-	W43298	2023 BLANKET PO ELECTRICAL REPAIRS	84458	02/13/2023	1,001.31
	1000-14-14300-513010-00000000-	W43306	2023 BLANKET PO ELECTRICAL REPAIRS	84458	02/13/2023	820.00
	1000-14-14300-513010-00000000-	W81474	2023 BLANKET PO SCOREBOARD REPAIRS	84458	02/13/2023	295.00
	Total Paid by Vendor					**5,648.48**
PRO-AIR SERVICES INC	1000-14-14300-513010-00000000-	100388	2023 BLANKET PO HVAC REPAIRS	84459	02/13/2023	505.67
	1000-14-14300-513010-00000000-	100394	2023 BLANKET PO HVAC REPAIRS	84459	02/13/2023	272.00
	1000-14-14300-513010-00000000-	100411	2023 BLANKET PO HVAC REPAIRS	84459	02/13/2023	306.00
	1000-14-14300-513010-00000000-	100413	2023 BLANKET PO HVAC REPAIRS	84459	02/13/2023	890.39
	1000-14-14300-513010-00000000-	100387	2023 BLANKET PO HVAC REPAIRS	84620	02/15/2023	10,729.45
	1000-14-14300-513010-00000000-	100409	2023 BLANKET PO HVAC REPAIRS	84620	02/15/2023	4,533.31
	1000-14-14300-513010-00000000-	100410	2023 BLANKET PO HVAC REPAIRS	84620	02/15/2023	2,388.33
	1000-14-14300-513010-00000000-	100412	2023 BLANKET PO HVAC REPAIRS	84620	02/15/2023	1,874.04
	1000-14-14300-513010-00000000-	100433	2023 BLANKET PO HVAC REPAIRS	84620	02/20/2023	1,445.53
	1000-14-14300-513010-00000000-	100434	2023 BLANKET PO HVAC REPAIRS	84620	02/20/2023	296.00
	1000-14-14300-513010-00000000-	100435	2023 BLANKET PO HVAC REPAIRS	84620	02/20/2023	216.00
	1000-14-14300-513010-00000000-	100436	2023 BLANKET PO HVAC REPAIRS	84620	02/20/2023	136.00
	Total Paid by Vendor					**23,592.72**
PROFESSIONAL SALES GROUP OF NORTH ALABAMA	1000-14-14300-513010-00000000-	19180	BLANKET PO 2023 MISC. PARTS/PADLOCKS	84621	02/15/2023	105.00
	1000-52-52900-515340-00000000-	19083	WRAP DISPENSER FOR GREEN TEAM	84621	02/17/2023	250.00
	1000-52-52900-515340-00000000-	19227	REACHER STICKS W/SUCTION - GREEN TEAM	84621	02/17/2023	105.00
	Total Paid by Vendor					**460.00**
RED RIVER SPECIALTIES INC	1000-52-52500-513010-00000000-	803602	ESPLANADE ROUNDUP ELEMENT 3A CHEMICALS FOR WEST	84622	02/21/2023	4,079.00
	1000-52-52500-513010-00000000-	803603	ESPLANADE ROUNDUP ELEMENT 3A CHEMICALS FOR WEST	84622	02/21/2023	8,371.20
	Total Paid by Vendor					**12,450.20**
REFUND PAYMENTS	1000-00-00000-130205-00000000-	REFUND #508	REFUND# 508 OF SELLER'S USE TAX	84464	02/13/2023	1,596.01
	1000-00-00000-130205-00000000-	REFUND# 507	REFUND# 507 OF SALES TAX	84465	02/13/2023	3,214.58
	1000-72-00000-410200-00000000-	609086/609087/609088	REFUND PERMIT #609086, 609087, 609088	84463	02/13/2023	927.42
	1000-00-00000-220450-00000000-	RECEIPT# 57855	REFUND-PERF BOND BALANCE-PEBBLE CREEK PHASE 5	84625	02/15/2023	92,050.00
	1000-00-00000-220450-00000000-	RECEIPT# 83764	REF PERF BOND-TUSKEGGE EOC & HSS SUB SEWER INSTALL	84626	02/15/2023	290,563.65
	1000-43-00000-423124-00000000-	RECEIPT# 1085782	REIMB-OVERPAY CS#11196914 CIT#U1210168 REC#1085782	84624	02/17/2023	1,000.00
	1000-43-00000-423124-00000000-	REC# 1084439	REIM-OVRPAY CS#11070781 CIT# T6722475B REC#1084439	84623	02/20/2023	389.00
	Total Paid by Vendor					**389,740.66**
REGIONS BANK	1000-19-00000-515040-00000000-	22120002889	BLANKET PO-MONTHLY BANK FEES W/REGIONS BANK	PCard	02/22/2023	1,111.38
	1000-19-00000-515040-00000000-	23010002920	BLANKET PO-MONTHLY BANK FEES W/REGIONS BANK	PCard	02/22/2023	1,149.78
	1000-00-00000-210250-00000000-	02/19 FSA MED/DEP	230219 FSA MED/DEP CARE BI-WKLY PR WIRE	84686	02/22/2023	3,371.35
	1000-00-00000-210260-00000000-	02/19 FSA MED/DEP	230219 FSA MED/DEP CARE BI-WKLY PR WIRE	84686	02/22/2023	22,610.39

	Total Paid by Vendor					**28,242.90**
RETIREMENT SYSTEMS OF ALABAMA	1000-00-00000-210160-00000000-	RSA EE/ER CST 230205	RSA EE/ER COSTS 230205	84323	02/14/2023	1,170,331.38
	1000-00-00000-210160-00000000-	RSA EE/ER CST 230219	RSA EMPLOYEE/EMPLOYER COSTS 230219	84704	02/23/2023	1,168,862.48
	Total Paid by Vendor					**2,339,193.86**
ROBERT W WILLIAMS	1000-42-42100-520500-00000000-	2022-1177	PURCHASE OF A BOATHOUSE	84468	02/13/2023	10,000.00
	Total Paid by Vendor					**10,000.00**
ROCKET CITY FEDERAL CREDIT UNION	1000-14-14300-515460-00000000-	032023	2023 BLANKET PO FIRE SUPPLY LEASE	84628	02/20/2023	8,000.00
	Total Paid by Vendor					**8,000.00**
ROGERS GROUP INC	1000-52-52100-513010-00000000-	386422-36-1	HANDRAIL REPLACEMENT - 3801 OAKWOOD	84629	02/21/2023	5,075.84
	1000-52-52100-513010-00000000-	386422-37-1	HANDRAIL REPAIR - 3801 TRIANA BLVD	84629	02/21/2023	11,401.07
	Total Paid by Vendor					**16,476.91**
SAFETY KLEEN SYSTEMS INC	1000-15-15100-515340-00000000-	91110338	CLEANERS/SOLVENTS/DISPOSAL (BLANKET)	84471	02/13/2023	442.00
	Total Paid by Vendor					**442.00**
SCOTT LIGHTING SUPPLY CO	1000-14-14300-513010-00000000-	125046	2023 BLANKET PO- ELECTRICAL ITEMS	90000442	02/13/2023	41.91
	1000-14-14300-513010-00000000-	125052	2023 BLANKET PO- ELECTRICAL ITEMS	90000442	02/13/2023	49.00
	1000-14-14300-513010-00000000-	125070	2023 BLANKET PO- ELECTRICAL ITEMS	90000442	02/13/2023	65.12
	1000-14-14300-513010-00000000-	125079	2023 BLANKET PO- ELECTRICAL ITEMS	90000442	02/13/2023	24.50
	1000-14-14300-513010-00000000-	125113	2023 BLANKET PO- ELECTRICAL ITEMS	90000471	02/16/2023	254.38
	1000-14-14300-513010-00000000-	125117	2023 BLANKET PO- ELECTRICAL ITEMS	90000471	02/16/2023	14.20
	Total Paid by Vendor					**449.11**
SERVICEWEAR APPAREL	1000-15-15100-515670-00000000-	0051280707	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	02/21/2023	246.20
	1000-15-15100-515670-00000000-	0051349580	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	02/21/2023	35.31
	1000-15-15100-515670-00000000-	0051349582	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	02/21/2023	197.80
	1000-15-15100-515670-00000000-	0051349590	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	02/21/2023	227.61
	1000-75-75300-515670-00000000-	0051349592	UNIFORMS-TRAFFIC ENGINEERING (BLANKET)	PCard	02/21/2023	106.65
	1000-15-15100-515670-00000000-	0051270285	UNIFORMS-FLEET SERVICES (BLANKET)	84632	02/16/2023	246.59
	1000-15-15100-515670-00000000-	0051303740	UNIFORMS-FLEET SERVICES (BLANKET)	84632	02/16/2023	58.40
	1000-30-30100-515340-00000000-	0051227324	UNIFORMS-PARKS & RECREATION (BLANKET)	84632	02/16/2023	1.88
	1000-30-30100-515670-00000000-	0051227324	UNIFORMS-PARKS & RECREATION (BLANKET)	84632	02/16/2023	36.43
	1000-53-53400-515670-00000000-	0051316005	UNIFORMS- PARKING (BLANKET)	84632	02/16/2023	204.17
	1000-53-53400-515670-00000000-	0051316009	UNIFORMS- PARKING (BLANKET)	84631	02/17/2023	234.78
	1000-53-53300-515670-00000000-	0051339757	UNIFORMS- PARKING (BLANKET)	84632	02/20/2023	80.54
	1000-53-53400-515670-00000000-	0051339760	UNIFORMS- PARKING (BLANKET)	84632	02/20/2023	80.28
	1000-53-53300-515670-00000000-	0051339762	UNIFORMS- PARKING (BLANKET)	84632	02/20/2023	100.06
	1000-70-70200-515670-00000000-	0051303742	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	84632	02/21/2023	312.16
	1000-70-70200-515670-00000000-	0051303743	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	84632	02/21/2023	78.04
	1000-53-53400-515670-00000000-	0051349578	UNIFORMS- PARKING (BLANKET)	84632	02/21/2023	26.76
	1000-53-53400-515670-00000000-	0051349579	UNIFORMS- PARKING (BLANKET)	84632	02/21/2023	107.04
	1000-53-53300-515670-00000000-	0051349583	UNIFORMS- PARKING (BLANKET)	84632	02/21/2023	123.45
	1000-53-53300-515670-00000000-	0051349585	UNIFORMS- PARKING (BLANKET)	84632	02/21/2023	102.19
	1000-51-00000-515670-00000000-	0051328403	UNIFORMS-CEMETERY DEPARTMENT (BLANKET)	84632	02/21/2023	80.96
	1000-51-00000-515670-00000000-	0051339763	UNIFORMS-CEMETERY DEPARTMENT (BLANKET)	84632	02/21/2023	121.41
	1000-51-00000-515670-00000000-	0051339764	UNIFORMS-CEMETERY DEPARTMENT (BLANKET)	84632	02/21/2023	75.42
	1000-51-00000-515670-00000000-	0051349581	UNIFORMS-CEMETERY DEPARTMENT (BLANKET)	84632	02/21/2023	23.54
	1000-51-00000-515670-00000000-	0051349587	UNIFORMS-CEMETERY DEPARTMENT (BLANKET)	84632	02/21/2023	116.25
	1000-51-00000-515670-00000000-	0051349588	UNIFORMS-CEMETERY DEPARTMENT (BLANKET)	84632	02/21/2023	103.29
	Total Paid by Vendor					**3,127.21**
SHATTUCK PAINTING	1000-14-14300-513010-00000000-	6789	2023 BLANKET PO - PAINTING SERVICES	84634	02/15/2023	612.82
	1000-14-14300-513010-00000000-	6790	2023 BLANKET PO - PAINTING SERVICES	84634	02/15/2023	1,280.39
	Total Paid by Vendor					**1,893.21**
SIRCHIE ACQUISITION COMPANY LLC	1000-41-41100-515340-00000000-	0577622-IN	TEST KITS FOR STOCK	84636	02/17/2023	646.00
	Total Paid by Vendor					**646.00**
SITEONE LANDSCAPE SUPPLY HOLDING LLC	1000-52-52900-515520-00000000-	125897377-003	PLANTS FOR SPRING BRANCH - GREEN TEAM	84638	02/15/2023	291.00
	1000-52-52200-513010-00000000-	126501809-001	TREES FOR GOVERNORS DR RIGHT OF WAY SPECIAL EVENT	84638	02/15/2023	1,154.99
	1000-52-52300-513013-00000000-	126780259-001	LM IRRIGATION (BLANKET)	84638	02/17/2023	36.59
	1000-52-52300-513013-00000000-	126780376-001	LM IRRIGATION - NONBID ITEMS (BLANKET)	84638	02/17/2023	11.38
	1000-52-52300-513013-00000000-	126828108-001	LM IRRIGATION - NONBID ITEMS (BLANKET)	84638	02/17/2023	190.65
	1000-52-52300-513013-00000000-	1269185253-001	LM IRRIGATION - NONBID ITEMS (BLANKET)	84638	02/20/2023	87.70
	1000-52-52700-513010-00000000-	126923211-001	POST EMERGENT FOR SOUTH MAINT (RIDDLE)	PCard	02/22/2023	1,383.65
	1000-52-52700-513010-00000000-	126981887-001	VARIOUS ITEMS FOR SOUTH (BLANKET PO)	PCard	02/22/2023	11.78
	1000-51-00000-515340-00000000-	127050451-001	BLANKET PO/NURSERY MATERIALS/MAPLE HILL	PCard	02/22/2023	38.29
	Total Paid by Vendor					**3,206.03**

SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	298487	Payroll Run 1 - Warrant 230219	84692	02/24/2023	1,776.72
	Total Paid by Vendor					**1,776.72**
SNAP-ON INDUSTRIAL DIVISION	1000-15-15100-515610-00000000-	ARV / 56103730	TOOLS FOR JUSTIN WOOD	84639	02/21/2023	725.59
	1000-15-15100-515610-00000000-	ARV / 56108721	TOOLS FOR JUSTIN WOOD	84639	02/21/2023	389.21
	Total Paid by Vendor					**1,114.80**
SOLID WASTE DISPOSAL AUTHORITY	1000-12-12200-515375-00000000-	T1005526	CITY OF HUNTSVILLE RECORDS DISPOSAL	90000443	02/13/2023	4.79
	1000-55-55300-515730-00000000-	T1005519	FY23 TIPPING FEES FOR PWS CONSTRUCTION (BLANKET)	90000474	02/15/2023	1,932.67
	1000-52-52200-515730-00000000-	T1005523	TIPPING FEES - LM (BLANKET PO)	90000474	02/20/2023	252.89
	Total Paid by Vendor					**2,190.35**
SOUTHEASTERN TRUCK BODY & EQUIPMENT INC	1000-15-15100-513030-00000000-	29181	COM TX 022023/29181	PCard	02/21/2023	180.00
	1000-15-15100-513030-00000000-	29157	COM TX 021623/29157	84640	02/17/2023	135.10
	1000-15-15100-513030-00000000-	29157	COM TX 021623/29157	84640	02/17/2023	405.00
	Total Paid by Vendor					**720.10**
SOUTHERN LANDSCAPE & LAWN CARE INC	1000-52-52100-515370-00000000-	50-52530	LAWN MAINTENANCE (BLANKET PO)	84641	02/15/2023	9,348.33
	1000-52-52100-515370-00000000-	50-53171	LAWN MAINTENANCE (BLANKET PO)	84641	02/15/2023	9,348.33
	Total Paid by Vendor					**18,696.66**
SOUTHERN TIRE MART LLC	1000-00-00000-140101-00000000-	2240003687	TIRES	84484	02/13/2023	3,456.00
	1000-00-00000-140101-00000000-	2240003703	TIRES	84484	02/13/2023	1,623.84
	Total Paid by Vendor					**5,079.84**
SPHERION STAFFING LLC	1000-52-52100-515370-00000000-	RL2887677	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84643	02/16/2023	1,319.01
	1000-52-52100-515370-00000000-	RL2887678	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84643	02/16/2023	3,696.67
	1000-52-52100-515370-00000000-	RL2888427	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84643	02/16/2023	737.23
	1000-52-52100-515370-00000000-	RL2888515	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84643	02/16/2023	632.41
	1000-52-52100-515370-00000000-	RL2888872	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84643	02/16/2023	1,156.51
	1000-52-52100-515370-00000000-	RL2889311	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84643	02/16/2023	681.33
	1000-16-16100-515370-00000000-	RL2893693	SPHERION TEMPORARY EMPLOYEES (BLANKET)	84643	02/16/2023	688.00
	1000-16-16100-515370-00000000-	RL2894007	SPHERION TEMPORARY EMPLOYEES (BLANKET)	84643	02/16/2023	438.08
	1000-51-00000-515370-00000000-	RL2892796	TEMP PERSONNEL FOR MAPLE HILL CEMETERY (BLANKET)	84643	02/20/2023	571.27
	1000-50-00000-515370-00000000-	RL2892348	BLANKET-WAGES FOR TEMP EMPLOYEES	84643	02/21/2023	1,861.99
	1000-52-52100-515370-00000000-	RL2888428	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84643	02/21/2023	1,743.51
	1000-52-52100-515370-00000000-	RL2891955	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84643	02/21/2023	681.33
	1000-52-52100-515370-00000000-	RL2892349	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84643	02/21/2023	4,654.02
	1000-52-52100-515370-00000000-	RL2892350	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84643	02/21/2023	3,983.16
	1000-52-52100-515370-00000000-	RL2892709	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84643	02/21/2023	1,878.02
	1000-52-52100-515370-00000000-	RL2892864	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84643	02/21/2023	2,728.82
	1000-52-52100-515370-00000000-	RL2893029	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84643	02/21/2023	1,231.64
	1000-52-52100-515370-00000000-	RL2893110	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84643	02/21/2023	677.84
	1000-52-52100-515370-00000000-	RL2893403	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84643	02/21/2023	1,201.94
	1000-52-52100-515370-00000000-	RL2893825	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84643	02/21/2023	611.45
	Total Paid by Vendor					**31,174.23**
SQUARE PROPERTIES 200 LLC	1000-14-14300-515460-00000000-	032023	2023 BLANKET PO GIS 200 WEST SIDE SQ. LEASE	84644	02/20/2023	10,432.59
	Total Paid by Vendor					**10,432.59**
STAPLES INC	1000-52-52100-515340-00000000-	3530457743	E. NORTON 3242 LEEMAN FERRY RD 256-427-5405	84487	02/13/2023	125.57
	1000-41-41100-515340-00000000-	3530457744	704 FIBER STREET NW-ZAC GOSHERT 256-427-7034	84487	02/14/2023	216.90
	1000-42-42100-515340-00000000-	3530457745	OFFICE SUPPLIES	84487	02/14/2023	93.98
	1000-51-00000-515340-00000000-	3530457746	JILL B,MAPLE HILL,203 MAPLE HILL DR,427-5730	84487	02/14/2023	58.67
	1000-53-53400-515340-00000000-	3530457747	KATHY DEANER 500B CHURCH ST 2ND FL 2564276806	84487	02/14/2023	63.26
	1000-53-53100-515340-00000000-	3530457748	KATHY DEANER 500B CHURCH ST 2ND FL 2564276806	84487	02/14/2023	115.52
	1000-14-14300-515340-00000000-	3530457751	615 WASHINGTON ST. 35801 256-427-5663 D STOREY	84487	02/14/2023	39.87
	1000-52-52100-515340-00000000-	3530457750	E. NORTON 3242 LEEMAN FERRY RD 256-427-5405	84645	02/20/2023	17.79
	1000-16-16100-515340-00000000-	3530965028	TONER FOR HR PRINTER	84645	02/20/2023	358.04
	1000-73-73100-515340-00000000-	3530965029	320 FOUNTAIN CIRCLE HSVAL D. LAMPLEY 2564275750	84645	02/20/2023	274.46
	1000-30-30100-515340-00000000-	3530965032	2411 9TH AVE, 2ND FL, KAREN LANG, 256.564.8026	84645	02/20/2023	91.86
	1000-13-13100-515340-00000000-	3530965034	SUPPLIES/SHOUSTON/308FOUNTAINCIR/4THFL/4275284	84645	02/20/2023	67.33
	1000-53-53100-515340-00000000-	3530965035	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	84645	02/20/2023	240.90
	1000-41-41100-515340-00000000-	3530457741	704 FIBER STREET NW / JEFF TOWRY 256-427-7174	84645	02/20/2023	38.54
	1000-11-00000-515340-00000000-	3530965033	CITY COUNCIL, 308 FOUNTAIN CIR.,35801, 2564275011	84645	02/21/2023	73.35
	1000-50-00000-515340-00000000-	3530965036	TINA MASIELLO 4950 TRIANA BLVD 35805 2566504782	84645	02/21/2023	53.74
	Total Paid by Vendor					**1,929.78**
STATE SYSTEMS INC	1000-14-14300-515370-00000000-	147926644	2023 BLANKET PO-FIRE & SEC. SYSTEMS SERVICES	90000478	02/21/2023	10,596.50
	Total Paid by Vendor					**10,596.50**
STEPHANIE LOVE	1000-30-30200-515340-00000000-	S.LOVE-123022	BLANKET-DANCE INSTRUCTOR-SPECIAL POPS.	84646	02/17/2023	75.00

	1000-30-30200-515340-00000000-	S.LOVE-012523	BLANKET-DANCE INSTRUCTOR-SPECIAL POPS.	84646	02/17/2023	100.00
	Total Paid by Vendor					**175.00**
STRICKLAND COMPANIES	1000-12-12500-515340-00000000-	HU931793-00	PAPER FOR STOCK	84488	02/13/2023	262.01
	1000-00-00000-140110-00000000-	HU931836-00	PAPER FOR STOCK	84488	02/13/2023	534.60
	1000-42-42100-515340-00000000-	HU931829-00	COPIER PAPER	84647	02/15/2023	667.05
	1000-12-12500-515340-00000000-	HU932314-00	PAPER FOR STOCK	84647	02/20/2023	375.80
	Total Paid by Vendor					**1,839.46**
SUBURBAN PROPANE CO	1000-14-14100-515700-00000000-	7521-031584-020723	2023 BLANKET PROPANE DELIVERED VARIOUS LOCATIONS	84648	02/15/2023	1,919.07
	Total Paid by Vendor					**1,919.07**
TECHNICAL AND SCIENTIFIC APPLICATIONS INC	1000-17-17400-520200-00000000-	23-13582	TSA QUOTE FOR PARKING	84661	02/16/2023	503.68
	1000-17-17400-520200-00000000-	23-13583	TSA QUOTE BURRITT MUSEUM	84661	02/16/2023	1,008.27
	Total Paid by Vendor					**1,511.95**
TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-00-00000-210180-00000000-	298484	Payroll Run 1 - Warrant 230219	84701	02/24/2023	503.99
	Total Paid by Vendor					**503.99**
TENNESSEE VALLEY FENCE INC	1000-14-14300-513010-00000000-	C-24832	2023 BLANKET PO GATE REPAIRS	PCard	02/22/2023	135.00
	1000-14-14300-513010-00000000-	C-24833	2023 BLANKET PO GATE REPAIRS	PCard	02/22/2023	135.00
	1000-14-14300-513010-00000000-	C-24834	2023 BLANKET PO GATE REPAIRS	PCard	02/22/2023	135.00
	1000-14-14300-513010-00000000-	C-24835	2023 BLANKET PO GATE REPAIRS	PCard	02/22/2023	383.52
	Total Paid by Vendor					**788.52**
THE LIOCE GROUP INC	1000-17-17100-515250-00000000-	IN406508	FY23 BLANKET PO COPIER SERVICES LIOCE GROUP COH	84493	02/14/2023	1,180.06
	1000-12-12100-515340-00000000-	IN406173	THE LIOCE GROUP - SALES QUOTE	84493	02/14/2023	88.00
	1000-43-00000-515340-00000000-	IN407059	815 WHEELER AVE/NETTA SMITH/256-427-7803	84652	02/14/2023	399.76
	1000-30-30200-515340-00000000-	IN407076	INK FOR THE MARK RUSSELL R/C	84652	02/15/2023	290.94
	1000-17-17100-515250-00000000-	IN408009	FY23 BLANKET PO COPIER SERVICES LIOCE GROUP COH	84652	02/15/2023	122.72
	1000-17-17100-515250-00000000-	IN408008	FY23 BLANKET PO COPIER SERVICES LIOCE GROUP COH	84652	02/15/2023	106.50
	1000-30-30200-515340-00000000-	IN407057	INK FOR PRINTER AT MAX LUTHER CC	84652	02/16/2023	217.60
	1000-17-17100-515250-00000000-	IN408891	FY23 BLANKET PO COPIER SERVICES LIOCE GROUP COH	84652	02/17/2023	86.23
	1000-16-16100-515340-00000000-	IN406395	INK CARTRIDGES FOR HR	84652	02/17/2023	54.12
	1000-16-16100-515340-00000000-	IN406393	INK CARTRIDGES FOR HR	84652	02/17/2023	28.84
	1000-70-70200-515340-00000000-	IN408454	120 E HOLMES AVE NE, 2ND FLOOR 2564275057 GABRIEL	84652	02/20/2023	495.10
	1000-70-70200-515340-00000000-	IN405385	120 E HOLMES AVE NE 2ND FLOOR 256 427 5057GABRIEL	84652	02/20/2023	54.40
	1000-70-70200-515340-00000000-	IN405392	120 E HOLMES AVE NE 2ND FLOOR 256 427 5057GABRIEL	84652	02/20/2023	266.54
	1000-73-73100-515340-00000000-	IN408124	OFFICE SUPPLIES	84652	02/21/2023	561.67
	1000-16-16100-515340-00000000-	IN406394	INK- D. THOMPSON 308 FOUNTAIN CIR 256-427-5241	PCard	02/21/2023	28.84
	1000-53-53100-515340-00000000-	IN408697	BLACK TONER FOR DESKTOP PRINTER	PCard	02/22/2023	74.59
	1000-17-17400-520200-00000000-	IN407512	QUOTE QT15796 FN-PRINTER 09208 REPAIR	PCard	02/23/2023	81.75
	1000-71-71100-515340-00000000-	IN408129	320 FOUNTAIN CIR 2ND FLR/TERESA/256-427-5304	PCard	02/23/2023	74.59
	1000-16-16100-515340-00000000-	IN408699	PRINT CARTRIDGES FOR OFFICE	PCard	02/23/2023	221.82
	1000-41-41204-515340-00000000-	IN408890	2820 HOLMES AVE. NW - TRACEY DUNCAN 256-427-7279	PCard	02/23/2023	1,175.37
	1000-41-41204-515340-00000000-	IN408889	2820 HOLMES AVE. NW - TRACEY DUNCAN 256-427-7279	PCard	02/23/2023	1,138.59
	Total Paid by Vendor					**6,748.03**
TIMOTHY A WILLIS	1000-43-00000-515370-00000000-	4007 1ST SESSION	INST. FOR D.D.C. ADD CLASS 02/14/23	84654	02/20/2023	105.00
	Total Paid by Vendor					**105.00**
TIMOTHY BEVERLY	1000-15-15100-513030-00000000-	42499	COM TX 021323/42499	84354	02/14/2023	100.00
	Total Paid by Vendor					**100.00**
TRAFFIC LOGIX INC	1000-75-75200-515340-00000000-	SIN18660	RADAR SPEED SIGN PARTS	84656	02/15/2023	199.00
	1000-75-75200-515340-00000000-	SIN18813	REPLACEMENT PARTS/REPAIR RADAR SIGN	84656	02/15/2023	2,846.00
	Total Paid by Vendor					**3,045.00**
TRI COUNTY SHOES INCORPORATED	1000-70-70200-515670-00000000-	758-1-99905	BLANKET - COM DEV FOOTWEAR FY23	90000470	02/15/2023	199.99
	1000-70-70200-515670-00000000-	758-1-100181	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	139.00
	1000-70-70200-515670-00000000-	758-1-100295	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	139.99
	1000-70-70200-515670-00000000-	758-1-100296	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	139.00
	1000-70-70200-515670-00000000-	758-1-100297	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	143.99
	1000-70-70200-515670-00000000-	758-1-100298	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	127.99
	1000-70-70200-515670-00000000-	758-1-100301	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	135.99
	1000-70-70200-515670-00000000-	758-1-100302	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	144.00
	1000-70-70200-515670-00000000-	758-1-100303	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	143.99
	1000-70-70200-515670-00000000-	758-1-100304	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	135.99
	1000-70-70200-515670-00000000-	758-1-100306	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	144.00
	1000-70-70200-515670-00000000-	758-1-100312	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	139.00
	1000-70-70200-515670-00000000-	758-1-100313	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	147.99
	1000-70-70200-515670-00000000-	758-1-100321	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	144.00

	1000-70-70200-515670-00000000-	758-1-100322	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	143.99
	1000-70-70200-515670-00000000-	758-1-100330	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	139.00
	1000-70-70200-515670-00000000-	758-1-100331	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	139.99
	1000-70-70200-515670-00000000-	758-1-100575	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	128.00
	1000-70-70200-515670-00000000-	758-1-99906	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	176.00
	Total Paid by Vendor					**2,751.90**
TYLER TECHNOLOGIES INC	1000-17-17100-515250-00000000-	025-403282	MUNIS INCODE MODULE - RES 21-180	PCard	02/22/2023	2,404.50
	Total Paid by Vendor					**2,404.50**
UNICO TECHNOLOGY	1000-17-17100-515521-00000000-00156	2858	QUOTE PALO ALTO FOR NAMACC-SOLE SOURCE	84665	02/15/2023	91,607.00
	Total Paid by Vendor					**91,607.00**
UNISHIPPERS	1000-19-00000-515400-00000000-	298987	UNISHIPPERS MAILING PACKAGES FOR CITY DEPARTMENTS	PCard	02/17/2023	103.83
	Total Paid by Vendor					**103.83**
UNITED WAY OF MADISON COUNTY	1000-00-00000-210190-00000000-	298482	Payroll Run 1 - Warrant 230219	84702	02/24/2023	57.24
	Total Paid by Vendor					**57.24**
UNMANNED AERIAL SYSTEMS INFORMATION	1000-41-41100-515370-00000000-	2023-03	DRONE PROGRAM MANAGEMENT SERVICES-BLANKET PO	84664	02/20/2023	7,900.00
	Total Paid by Vendor					**7,900.00**
US BANK	1000-19-00000-515040-00000000-	13590142	BLANKET PO ADMIN BANK MONTHLY FEES	84499	02/13/2023	75.52
	Total Paid by Vendor					**75.52**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	298494	Payroll Run 1 - Warrant 230219	84691	02/24/2023	276.44
	Total Paid by Vendor					**276.44**
US DEPARTMENT OF THE TREASURY	1000-00-00000-210120-00000000-	FED TAX PMT 230219	FICA/MEDI/FED TAX PAYMENT WARRANT 230219	84703	02/22/2023	163,249.04
	1000-00-00000-210120-00000000-	FED TAX PMT 230219	FICA/MEDI/FED TAX PAYMENT WARRANT 230219	84703	02/22/2023	698,030.62
	1000-00-00000-210140-00000000-	FED TAX PMT 230219	FICA/MEDI/FED TAX PAYMENT WARRANT 230219	84703	02/22/2023	481,958.73
	Total Paid by Vendor					**1,343,238.39**
UTILICOM SUPPLY ASSOCIATES LLC	1000-75-75300-515340-00000000-	299525	JUNCTION BOXES FOR STOCK	84502	02/14/2023	1,044.00
	Total Paid by Vendor					**1,044.00**
VITAL RECORDS HOLDINGS LLC	1000-12-12200-515375-00000000-	3294239	VRC BLANKET PO FOR FY 2023 DESTRUCTION OF FILES	84504	02/13/2023	349.44
	1000-12-12200-515375-00000000-	3301474	VRC BLANKET PO FOR FY 2023 SECURE DEST TRANS STOR	84668	02/20/2023	570.05
	Total Paid by Vendor					**919.49**
WETTERMARK AND KEITH LLC	1000-19-00000-515190-00000000-	CLAIM FY22-006	SETTLEMENT OF CLAIM FY22-006	84670	02/20/2023	5,000.00
	Total Paid by Vendor					**5,000.00**
WH THOMAS OIL CO INC	1000-00-00000-140101-00000000-	459125	OIL	PCard	02/22/2023	3,770.25
	1000-00-00000-140101-00000000-	458704	OIL	84671	02/17/2023	7,019.75
	Total Paid by Vendor					**10,790.00**
WHITESBURG ANIMAL HOSPITAL	1000-41-41250-515160-00000000-	439572	POLICE K9 VET CHARGES- BLANKET PO	84673	02/15/2023	659.21
	1000-41-41250-515160-00000000-	439978	POLICE K9 VET CHARGES- BLANKET PO	84673	02/15/2023	149.40
	1000-41-41250-515160-00000000-	440335	POLICE K9 VET CHARGES- BLANKET PO	84673	02/15/2023	697.43
	1000-41-41250-515160-00000000-	441100	POLICE K9 VET CHARGES- BLANKET PO	84673	02/15/2023	975.14
	Total Paid by Vendor					**2,481.18**
WHOLESALE TROPHIES INC	1000-42-42100-515340-00000000-	23-0214	BLANKET FOR RETIREMENT PLAQUES	84674	02/15/2023	127.50
	1000-42-42100-515340-00000000-	23-02151	BLANKET FOR RETIREMENT PLAQUES	84674	02/17/2023	85.00
	Total Paid by Vendor					**212.50**
WILSON LUMBER COMPANY	1000-52-52400-515340-00000000-	765822	WOOD AND MATERIALS FOR HAYS	84677	02/21/2023	157.82
	Total Paid by Vendor					**157.82**
WITTICHEN SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S103499372.001	2023 BLANKET PO MISC. MATERIAL	PCard	02/21/2023	124.08
	1000-14-14300-513010-00000000-	S103462749.001	2023 BLANKET PO MISC. MATERIAL	84681	02/20/2023	339.59
	Total Paid by Vendor					**463.67**
WIZ KIDZ LLC	1000-14-14300-515460-00000000-	032023	2023 BLANKET PO SHONEY DRIVE LEASE	84682	02/20/2023	5,000.00
	Total Paid by Vendor					**5,000.00**
WOODY ANDERSON FORD INC	1000-15-15100-513030-00000000-	18917185	COM TX 021323/18917185	84514	02/14/2023	170.00
	1000-15-15100-513030-00000000-	18917185	COM TX 021323/18917185	84514	02/14/2023	264.00
	1000-15-15100-513030-00000000-	18917185	COM TX 021323/18917185	84514	02/14/2023	369.60
	1000-15-15100-513030-00000000-	18917185	COM TX 021323/18917185	84514	02/14/2023	760.20
	1000-15-15100-513030-00000000-	18917185	COM TX 021323/18917185	84514	02/14/2023	1,796.46
	1000-15-15100-513030-00000000-	18917322	COM TX 021623/18917322	84683	02/17/2023	102.00
	1000-15-15100-513030-00000000-	18917322	COM TX 021623/18917322	84683	02/17/2023	142.80
	1000-15-15100-513030-00000000-	18917322	COM TX 021623/18917322	84683	02/17/2023	165.00
	1000-15-15100-513030-00000000-	18917322	COM TX 021623/18917322	84683	02/17/2023	214.20
	1000-15-15100-513030-00000000-	18917322	COM TX 021623/18917322	84683	02/17/2023	796.40
	Total Paid by Vendor					**4,780.66**
WW GRAINGER	1000-75-75100-515340-00000000-	9611760720	RAIN GEAR FOR NEW EMPLOYEE	PCard	02/23/2023	133.46
	1000-75-75200-515670-00000000-	9611760720	RAIN GEAR FOR NEW EMPLOYEE	PCard	02/23/2023	179.67

		1000-51-00000-515340-00000000-	298944	EMERGENCY PURCHASE-UTILITY PUMP-MAPLE HILL	PCard	02/14/2023	129.81
		Total Paid by Vendor					**442.94**
	Total by Fund 1000						**6,138,736.65**
1005	BLUE CROSS AND BLUE SHIELD OF ALABAMA	1005-00-00000-425204-00000000-	HEALTH CLMS 2/6-2/10	2/6/23-2/10/23 HEALTH CLAIMS	90000427	02/13/2023	(6,079.61)
		1005-00-00000-517010-00000000-	HEALTH CLMS 2/6-2/10	2/6/23-2/10/23 HEALTH CLAIMS	90000427	02/13/2023	14.95
		1005-00-00000-517010-00000000-	HEALTH CLMS 2/6-2/10	2/6/23-2/10/23 HEALTH CLAIMS	90000427	02/13/2023	1,589.87
		1005-00-00000-517010-00000000-	HEALTH CLMS 2/6-2/10	2/6/23-2/10/23 HEALTH CLAIMS	90000427	02/13/2023	703,546.57
		1005-00-00000-517015-00000000-	HEALTH CLMS 2/6-2/10	2/6/23-2/10/23 HEALTH CLAIMS	90000427	02/13/2023	(492,863.22)
		1005-00-00000-517015-00000000-	HEALTH CLMS 2/6-2/10	2/6/23-2/10/23 HEALTH CLAIMS	90000427	02/13/2023	320.45
		1005-00-00000-517015-00000000-	HEALTH CLMS 2/6-2/10	2/6/23-2/10/23 HEALTH CLAIMS	90000427	02/13/2023	176,133.89
		1005-00-00000-517020-00000000-	HEALTH CLMS 2/6-2/10	2/6/23-2/10/23 HEALTH CLAIMS	90000427	02/13/2023	342.00
		1005-00-00000-517025-00000000-	HEALTH CLMS 2/6-2/10	2/6/23-2/10/23 HEALTH CLAIMS	90000427	02/13/2023	578.72
		1005-00-00000-517010-00000000-	HEALTH CLMS 2/13-17	2/13/23-2/17/23 HEALTH CLAIMS	90000452	02/20/2023	8,528.45
		1005-00-00000-517010-00000000-	HEALTH CLMS 2/13-17	2/13/23-2/17/23 HEALTH CLAIMS	90000452	02/20/2023	424,192.29
		1005-00-00000-517015-00000000-	HEALTH CLMS 2/13-17	2/13/23-2/17/23 HEALTH CLAIMS	90000452	02/20/2023	162,350.95
		1005-00-00000-517025-00000000-	HEALTH CLMS 2/13-17	2/13/23-2/17/23 HEALTH CLAIMS	90000452	02/20/2023	1,865.51
		1005-00-00000-517020-00000000-	GROUP INV DUE 03/23	03/01/23 TO 04/01/23 BILLING PERIOD	90000451	02/20/2023	72,102.55
		Total Paid by Vendor					**1,052,623.37**
	LINCOLN NATIONAL LIFE	1005-00-00000-517060-00000000-	860053255/56 1/1/23	PREM 1/1/23 GROUP LIFE & LONG TERM DISABILITY INS	90000461	02/17/2023	44,122.32
		1005-00-00000-517060-00000000-	860053255/56 2/1/23	PREM 2/1/23 GROUP LIFE & LONG TERM DISABILITY INS	90000461	02/17/2023	29,113.92
		Total Paid by Vendor					**73,236.24**
	PARTNERS MANAGING GENERAL UNDERWRITERS	1005-00-00000-517040-00000000-	US1573349-012023	CITY'S GROUP HEALTH REINSURANCE. FEB. 2023	90000439	02/13/2023	99,375.83
		Total Paid by Vendor					**99,375.83**
	Total by Fund 1005						**1,225,235.44**
2000	DUTCH OIL COMPANY INC	2000-54-54D10-514010-PT504010-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	812.27
		2000-54-54M10-514010-PT504010-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	1,591.18
		2000-54-54D10-514010-PT504010-	CFN-20462	FUELING TRANS DATED 020423	90000430	02/13/2023	285.08
		2000-54-54M10-514010-PT504010-	CFN-20462	FUELING TRANS DATED 020423	90000430	02/13/2023	1,085.22
		2000-54-54D10-514010-PT504010-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	630.20
		2000-54-54M10-514010-PT504010-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	1,692.92
		2000-54-54D10-514010-PT504010-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	727.76
		2000-54-54M10-514010-PT504010-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	1,545.59
		2000-54-54D10-514010-PT504010-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	774.56
		2000-54-54M10-514010-PT504010-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	1,755.18
		2000-54-54D10-514010-PT504010-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	815.61
		2000-54-54M10-514010-PT504010-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	1,689.36
		2000-54-54D10-514010-PT504010-	CFN-20562	FUELING TRANS DATED 021123	90000456	02/16/2023	319.96
		2000-54-54M10-514010-PT504010-	CFN-20562	FUELING TRANS DATED 021123	90000456	02/16/2023	1,011.15
		2000-54-54D10-514010-PT504010-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	668.72
		2000-54-54M10-514010-PT504010-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	1,694.65
		2000-54-54160-514010-PT504010-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	34.22
		2000-54-54D10-514010-PT504010-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	898.97
		2000-54-54M10-514010-PT504010-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	1,790.56
		2000-54-54160-514010-PT504010-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	34.75
		2000-54-54D10-514010-PT504010-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	665.58
		2000-54-54M10-514010-PT504010-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	1,857.36
		2000-54-54D10-514010-PT504010-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	733.02
		2000-54-54M10-514010-PT504010-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	1,618.91
		2000-54-54D10-514010-PT504010-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	643.90
		2000-54-54M10-514010-PT504010-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	1,110.54
		2000-54-54D10-514010-PT504010-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	840.95
		2000-54-54M10-514010-PT504010-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	1,667.71
		2000-54-54D10-514010-PT504010-	CFN-20810	FUELING TRANS DATED 021823	90000456	02/20/2023	327.58
		2000-54-54M10-514010-PT504010-	CFN-20810	FUELING TRANS DATED 021823	90000456	02/20/2023	1,040.08
		2000-54-54M41-515340-PT504990-	INV-195203	DIESEL EXHAUST FLUID (BLANKET PO)	PCard	02/22/2023	1,163.25
		Total Paid by Vendor					**31,526.79**
	FINE PRINTING	2000-54-54M10-515340-PT504990-	15192	TRANSFER TICKETS FOR PUBLIC TRANSIT	84564	02/17/2023	1,742.19
		Total Paid by Vendor					**1,742.19**
	FOUNTAIN PARKER HARBARGER & ASSOCIATES LLC	2000-00-00000-140200-00000000-	13780	2023 TRANSIT AUTO INSURANCE	84565	02/16/2023	61,422.28
		2000-54-5416D-515220-PT506110-	13780	2023 TRANSIT AUTO INSURANCE	84565	02/16/2023	61,422.06
		2000-54-5416M-515220-PT506110-	13780	2023 TRANSIT AUTO INSURANCE	84565	02/16/2023	61,422.36
		Total Paid by Vendor					**184,266.70**

HOME DEPOT USA INC	2000-54-54160-515340-PT504990-	730588811	500B CHURCH ST 2NDFLOOR DAVIDANDERSON 4275206	84408	02/14/2023	436.10
	2000-54-54160-515340-PT504990-	731442380	500B CHURCH ST 2ND FLOOR DAVID ANDERSON 4275206	84577	02/16/2023	435.90
	2000-54-54160-515340-PT504990-	731442372	500B CHURCH ST 2ND FLOOR DAVID ANDERSON 4275206	84577	02/16/2023	436.10
	Total Paid by Vendor					**1,308.10**
JAMES R HALL	2000-54-54D41-513030-PT503050-	61369	COM TX 021623/61369	84627	02/17/2023	85.00
	2000-54-54D41-513030-PT503050-	61374	COM TX 021623/61374	84627	02/17/2023	85.00
	Total Paid by Vendor					**170.00**
KELLYS TIRE SERVICE	2000-54-54M10-515580-PT504020-	239327	COM TX 021323/239327	90000435	02/14/2023	16.00
	2000-54-54M10-515580-PT504020-	239327	COM TX 021323/239327	90000435	02/14/2023	35.00
	2000-54-54M10-515580-PT504020-	239327	COM TX 021323/239327	90000435	02/14/2023	60.00
	2000-54-54M10-515580-PT504020-	239327	COM TX 021323/239327	90000435	02/14/2023	70.00
	2000-54-54M10-515580-PT504020-	239327	COM TX 021323/239327	90000435	02/14/2023	1,162.16
	Total Paid by Vendor					**1,343.16**
KENWORTH OF HUNTSVILLE	2000-54-54M41-513030-PT503050-	60640645543	COM TX 021623/60640645543	84660	02/17/2023	276.50
	2000-54-54M41-513030-PT503050-	60640645543	COM TX 021623/60640645543	84660	02/17/2023	1,669.78
	2000-54-54M41-513030-PT503050-	60640645543	COM TX 021623/60640645543	84660	02/17/2023	2,867.50
	Total Paid by Vendor					**4,813.78**
MADISON COUNTY AUTO PARTS INC	2000-54-54D41-513030-PT503050-	243050	NAPA TRX DATE 020823	84596	02/16/2023	12.08
	2000-54-54D41-513030-PT503050-	243050	NAPA TRX DATE 020823	84596	02/16/2023	13.40
	2000-54-54D41-513030-PT503050-	243050	NAPA TRX DATE 020823	84596	02/16/2023	16.33
	2000-54-54D41-513030-PT503050-	243050	NAPA TRX DATE 020823	84596	02/16/2023	140.02
	2000-54-54D41-513030-PT503050-	243050	NAPA TRX DATE 020823	84596	02/16/2023	229.24
	2000-54-54D41-513030-PT503050-	243050	NAPA TRX DATE 020823	84596	02/16/2023	375.35
	2000-54-54M41-513030-PT503050-	243050	NAPA TRX DATE 020823	84596	02/16/2023	9.28
	2000-54-54M41-513030-PT503050-	243050	NAPA TRX DATE 020823	84596	02/16/2023	11.35
	2000-54-54M41-513030-PT503050-	243050	NAPA TRX DATE 020823	84596	02/16/2023	15.45
	2000-54-54M41-513030-PT503050-	243050	NAPA TRX DATE 020823	84596	02/16/2023	36.78
	2000-54-54M41-513030-PT503050-	243050	NAPA TRX DATE 020823	84596	02/16/2023	37.12
	2000-54-54M41-513030-PT503050-	243050	NAPA TRX DATE 020823	84596	02/16/2023	54.40
	2000-54-54M41-513030-PT503050-	243050	NAPA TRX DATE 020823	84596	02/16/2023	88.28
	2000-54-54M41-513030-PT503050-	243050	NAPA TRX DATE 020823	84596	02/16/2023	110.97
	2000-54-54M41-513030-PT503050-	243050	NAPA TRX DATE 020823	84596	02/16/2023	111.14
	2000-54-54D41-513030-PT503050-	243104	NAPA TRX DATE 020923	84596	02/16/2023	3.16
	2000-54-54D41-513030-PT503050-	243104	NAPA TRX DATE 020923	84596	02/16/2023	3.60
	2000-54-54M41-513030-PT503050-	243104	NAPA TRX DATE 020923	84596	02/16/2023	11.35
	2000-54-54M41-513030-PT503050-	243104	NAPA TRX DATE 020923	84596	02/16/2023	18.56
	2000-54-54M41-513030-PT503050-	243104	NAPA TRX DATE 020923	84596	02/16/2023	36.78
	2000-54-54M41-513030-PT503050-	243104	NAPA TRX DATE 020923	84596	02/16/2023	51.19
	2000-54-54M41-513030-PT503050-	243104	NAPA TRX DATE 020923	84596	02/16/2023	58.17
	2000-54-54M41-513030-PT503050-	243104	NAPA TRX DATE 020923	84596	02/16/2023	60.43
	2000-54-54M41-513030-PT503050-	243104	NAPA TRX DATE 020923	84596	02/16/2023	82.29
	2000-54-54D41-513030-PT503050-	243149	NAPA TRX DATE 021023	84596	02/16/2023	19.70
	2000-54-54D41-513030-PT503050-	243149	NAPA TRX DATE 021023	84596	02/16/2023	272.51
	2000-54-54D41-513030-PT503050-	243149	NAPA TRX DATE 021023	84596	02/16/2023	545.02
	2000-54-54D41-513030-PT503050-	243149	NAPA TRX DATE 021023	84596	02/16/2023	707.77
	2000-54-54M41-513030-PT503050-	243149	NAPA TRX DATE 021023	84596	02/16/2023	25.04
	2000-54-54M41-513030-PT503050-	243218	NAPA TRX DATE 021323	84596	02/16/2023	7.22
	2000-54-54D41-513030-PT503050-	243250	NAPA TRX DATE 021423	84596	02/16/2023	5.03
	2000-54-54D41-513030-PT503050-	243250	NAPA TRX DATE 021423	84596	02/16/2023	66.80
	2000-54-54D41-513030-PT503050-	243250	NAPA TRX DATE 021423	84596	02/16/2023	81.20
	2000-54-54D41-513030-PT503050-	243250	NAPA TRX DATE 021423	84596	02/16/2023	168.84
	2000-54-54M41-513030-PT503050-	243250	NAPA TRX DATE 021423	84596	02/16/2023	37.12
	2000-54-54D41-513030-PT503050-	OPEN 01.26.23	INVOICES DID NOT IMPORT FROM ASSETWORKS	84597	02/16/2023	420.08
	2000-54-54M41-513030-PT503050-	OPEN 01.26.23	INVOICES DID NOT IMPORT FROM ASSETWORKS	84597	02/16/2023	782.33
	Total Paid by Vendor					**4,725.38**
MOBILE COMMUNICATIONS AMERICA INC	2000-54-54D41-513030-PT504990-	770001946-1	MOBILE COMMUNICATIONS (SOLE SOURCE)	84443	02/13/2023	700.00
	Total Paid by Vendor					**700.00**
PCARD PAYMENTS	2000-54-54160-515790-PT509020-	298928	LAKEPOINT STATE PARK ALDOT SPONSORED BUS ROADEO	PCard	02/13/2023	110.09
	2000-54-54160-515790-PT509020-	298929	LAKEPOINT STATE PARK ALDOT SPONSORED BUS ROADEO	PCard	02/13/2023	110.09
	2000-54-54160-515790-PT509020-	298930	LAKEPOINT STATE PARK ALDOT SPONSORED BUS ROADEO	PCard	02/13/2023	110.09
	2000-54-54160-515790-PT509020-	298931	LAKEPOINT STATE PARK ALDOT SPONSORED BUS ROADEO	PCard	02/13/2023	110.09
	2000-54-54160-515790-PT509020-	298932	LAKEPOINT STATE PARK ALDOT SPONSORED BUS ROADEO	PCard	02/13/2023	110.09

		2000-54-54160-515790-PT509020-	298933	LAKEPOINT STATE PARK ALDOT SPONSORED BUS ROADEO	PCard	02/13/2023	110.09
		2000-54-54160-515340-PT504990-	298941	THE HOME DEPOT #0804 iITEM NEEDED OF MAINAINANCE O	PCard	02/14/2023	43.16
		Total Paid by Vendor					**703.70**
	Total by Fund 2000						**231,299.80**
2001	BUILDING & EARTH SCIENCES INC	2001-54-62000-522000-EDPROFSV-	107332	ENGINEERING SERVICES- NEW TRAN	84358	02/13/2023	741.25
		Total Paid by Vendor					**741.25**
	FUQUA & PARTNERS ARCHITECTS PC	2001-54-62000-522000-EDPROFSV-	L-10-06721	ARCHITECTURAL SERVICES- NEW TR	PCard	02/22/2023	4,711.74
		Total Paid by Vendor					**4,711.74**
	Total by Fund 2001						**5,452.99**
2100	CRISIS SERVICES OF NORTH ALABAMA	2100-70-70100-515340-PN200011-00137	REQ11HESG21	REIMBURSE EXPENSE REQUEST #11 ADECA STATE HESG 21	PCard	02/22/2023	5,426.85
		Total Paid by Vendor					**5,426.85**
	DIOCESE OF BIRMINGHAM IN ALABAMA	2100-70-70100-515520-PN200011-00137	REQ11HESG21	REIMBURSE EXPENSE REQUEST #11 ADECA STATE HESG 21	PCard	02/22/2023	1,792.95
		Total Paid by Vendor					**1,792.95**
	FAMILY SERVICES CENTER INC	2100-70-70100-515340-PN200011-00137	REQ11HESG21	REIMBURSE EXPENSE REQUEST #11 ADECA STATE HESG 21	PCard	02/22/2023	6,417.38
		Total Paid by Vendor					**6,417.38**
	FIRST STOP INC	2100-70-70100-515370-PN200011-00137	REQ11HESG21	REIMBURSE EXPENSE REQUEST #11 ADECA STATE HESG 21	PCard	02/22/2023	8,456.08
		Total Paid by Vendor					**8,456.08**
	MEADOW HILLS INITIATIVE INC	2100-70-70100-515520-PN200010-00007	REQ4UDAG23	REIMBURSE UTILITIES FOR NEIGHBORHOOD CENTER	84601	02/20/2023	181.04
		Total Paid by Vendor					**181.04**
	NEW FUTURES INC	2100-70-70100-515340-PN200011-00137	REQ11HESG21	REIMBURSE EXPENSE REQUEST #11 ADECA STATE HESG 21	PCard	02/22/2023	2,998.40
		Total Paid by Vendor					**2,998.40**
	RIAH ROSE HOME FOR CHILDREN	2100-70-70100-515340-PN200011-00137	REQ11HESG21	REIMBURSE EXPENSE REQUEST #11 ADECA STATE HESG 21	PCard	02/22/2023	2,056.05
		Total Paid by Vendor					**2,056.05**
	SHERWIN-WILLIAMS CO	2100-70-70300-523000-00000000-00149	8365-3	PAINT MATERIALS FOR DMP PROJECTS (BLANKET PO)	84635	02/20/2023	65.57
		Total Paid by Vendor					**65.57**
	TRI COUNTY SHOES INCORPORATED	2100-70-70300-515670-00000000-00149	758-1-99915	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	144.00
		2100-70-70300-515670-00000000-00149	758-1-100050	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	136.00
		2100-70-70300-515670-00000000-00149	758-1-99948	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	195.99
		2100-70-70300-515670-00000000-00149	758-1-100458	BLANKET - COM DEV FOOTWEAR FY23	84460	02/14/2023	144.00
		Total Paid by Vendor					**619.99**
	WILSON LUMBER COMPANY	2100-70-70300-523000-00000000-00149	767740	MATERIALS FOR DMP PROJECTS (BLANKET PO)	84677	02/20/2023	66.23
		2100-70-70300-523000-00000000-00149	767921	MATERIALS FOR DMP PROJECT	84679	02/21/2023	440.70
		2100-70-70300-523000-00000000-00149	767920	MATERIALS FOR DMP PROJECT	84678	02/21/2023	116.24
		2100-70-70300-523000-00000000-00149	767899	MATERIALS FOR DMP PROJECTS (BLANKET PO)	PCard	02/22/2023	54.14
		Total Paid by Vendor					**677.31**
	Total by Fund 2100						**28,691.62**
2101	DIOCESE OF BIRMINGHAM IN ALABAMA	2101-70-70100-515370-00000000-00157	REQ1ADMINERAP2A	OUTSIDE PROFESSIONAL SERVICES REQ 1 ERAP 2A	84551	02/21/2023	35,916.76
		Total Paid by Vendor					**35,916.76**
	Total by Fund 2101						**35,916.76**
2200	COH COMMUNITY DEVELOPMENT	2200-70-00000-515520-C0000001-	HOMEAD1/2023	HOME ADMIN PAYROLL1/2023 IDIS#1282 HOME AD	84545	02/20/2023	18,051.26
		Total Paid by Vendor					**18,051.26**
	Total by Fund 2200						**18,051.26**
2500	ALABAMA DEPARTMENT OF REVENUE	2500-00-00000-515700-SLFRF009-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	24.30
		Total Paid by Vendor					**24.30**
	CONSOLIDATED CONSTRUCTION	2500-14-00000-521014-00000000-	787	CONSTRUCTION SERVICES - LEGACY	84367	02/13/2023	674,654.50
		Total Paid by Vendor					**674,654.50**
	HUNTSVILLE UTILITIES	2500-00-00000-515700-SLFRF009-	3110100101290223	UTILITY BILL	84418	02/13/2023	2,297.29
		Total Paid by Vendor					**2,297.29**
	Total by Fund 2500						**676,976.09**
3020	ALABAMA CONCRETE INC	3020-55-00000-516040-00000000-	124393	FY23 CONCRETE PICK UP- PWS CONSTRUCTION (BLANKET)	84520	02/14/2023	357.00
		3020-55-00000-516010-00000000-	124396	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	84521	02/21/2023	146.25
		3020-55-00000-516010-00000000-	124394	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	84521	02/21/2023	854.00
		3020-55-00000-516010-00000000-	124395	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	84521	02/21/2023	1,428.00
		3020-55-00000-516010-00000000-	124573	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	84521	02/21/2023	468.00
		3020-55-00000-516010-00000000-	124572	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	84521	02/21/2023	456.00
		3020-55-00000-516010-00000000-	124472	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	84521	02/21/2023	456.00
		3020-55-00000-516010-00000000-	124258	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	84521	02/21/2023	244.00
		3020-55-00000-516010-00000000-	124657	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	84521	02/21/2023	427.00
		3020-55-00000-516010-00000000-	124711	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	84521	02/21/2023	488.00
		3020-55-00000-516010-00000000-	124712	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	84521	02/21/2023	854.00
		3020-55-00000-516010-00000000-	124713	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	84521	02/21/2023	114.00
		3020-55-00000-516010-00000000-	124772	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	84521	02/21/2023	178.50

	3020-55-00000-516010-00000000-	124773	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	84521	02/21/2023	915.00
	3020-55-00000-516010-00000000-	124774	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	84521	02/21/2023	1,170.00
	Total Paid by Vendor					**8,555.75**
ALABAMA FLAG & BANNER	3020-14-00000-523000-PR8405XX-	338532	2023 BLANKET PO MATERIAL PURCHASES	PCard	02/21/2023	130.00
	3020-14-00000-523000-PR8405XX-	338424	2023 BLANKET PO MATERIAL PURCHASES	84336	02/14/2023	364.00
	Total Paid by Vendor					**494.00**
DANA SAFETY SUPPLY	3020-15-00000-520100-00000000-	474621	EQUIPMENT FOR CRIME SCENE F150	84548	02/17/2023	2,427.15
	Total Paid by Vendor					**2,427.15**
DEERE & COMPANY	3020-15-00000-520100-00000000-	117449854	ZERO TURN MOWER FOR LANDSCAPE	PCard	02/22/2023	15,280.23
	3020-15-00000-520100-00000000-	117449856	MOWER FOR LANDSCAPE	PCard	02/23/2023	30,382.76
	Total Paid by Vendor					**45,662.99**
ENNIS-FLINT INC	3020-75-00000-529000-00000000-	272263	WHITE LINES FOR PROJECT	90000432	02/13/2023	4,308.48
	Total Paid by Vendor					**4,308.48**
GAMETIME	3020-14-00000-520510-PHASE003-	PJI-0202356	(SOLE SOURCE)COVE PARK PLAYGROUND INSTALL PHASE 2	84567	02/17/2023	226,497.87
	Total Paid by Vendor					**226,497.87**
GRAYBAR ELECTRIC COMPANY	3020-14-00000-513010-PR8610XX-	9330720015	GENERAL SERVICE GS CAMERAS	84572	02/16/2023	(1,173.60)
	Total Paid by Vendor					**(1,173.60)**
INDUSTRIAL CONTRACTOR SUPPLY LLC	3020-55-00000-516020-00000000-	58381	EROSION CONTROL MATERIALS FOR JOB 23-117 SEGERS R	PCard	02/23/2023	3,994.92
	Total Paid by Vendor					**3,994.92**
JAMES MONAGHAN	3020-14-00000-523037-00000000-	5124	DOOR & HARDWARE REPLACEMENT-K9 RENOVATION	90000466	02/16/2023	28,948.00
	3020-14-00000-521002-00000000-	5135	BIG SPRING EAST- GLIDER SWING INSTALL 163818	90000466	02/21/2023	6,255.00
	3020-14-00000-523033-00000000-	5131	DEMO & WALL REPAIR - CITY CLINIC RENO	PCard	02/22/2023	2,210.00
	Total Paid by Vendor					**37,413.00**
JAMES R HALL	3020-55-00000-516020-00000000-	61856A	FY23 TOWING FOR RESURFACING--BLANKET	84627	02/20/2023	50.00
	Total Paid by Vendor					**50.00**
MIDSOUTH PAVING INC	3020-55-00000-516010-00000000-	2000494548	COLD MIX FOR STOCK (SOLE SOURCE)	PCard	02/22/2023	7,526.00
	Total Paid by Vendor					**7,526.00**
MULTIVISTA	3020-14-00000-523021-00000000-	4662	PHOTOGRAPHIC DOCUMENTATION - JOE DAVIS STADIUM	84607	02/21/2023	1,339.00
	Total Paid by Vendor					**1,339.00**
OSBORN CONCRETE CUTTING	3020-55-00000-516020-00000000-	19125	CONCRETE CUTTING FOR SEGERS RD	90000467	02/14/2023	1,050.00
	3020-55-00000-516040-00000000-	19148	CONCRETE CUTTING FOR PWS (BLANKET)	90000467	02/14/2023	350.00
	Total Paid by Vendor					**1,400.00**
PIONEER MANUFACTURING COMPANY INC	3020-15-00000-520100-00000000-	INV869807	GRACO LAZER STRIPER FOR LANDSCAPE	84617	02/15/2023	3,403.76
	Total Paid by Vendor					**3,403.76**
PRECISION CONCRETE CUTTING	3020-55-00000-516050-00000000-	013123	SIDEWALK RPR ADA STANDARD (SOLE SOURCE)(BLANKET)	84457	02/13/2023	100,000.00
	Total Paid by Vendor					**100,000.00**
PRO ELECTRIC INC	3020-14-00000-523033-00000000-	W43314	ELECTRICAL WORK - CITY CLINIC RENOVATION	PCard	02/21/2023	1,364.64
	Total Paid by Vendor					**1,364.64**
PRO-AIR SERVICES INC	3020-14-00000-513010-PR8610XX-	100431	CAVALRY HILLS CENTER REPLAC RTU 52&61 WO162296	PCard	02/21/2023	17,288.79
	3020-14-00000-513010-PR8610XX-	100432	CAVALRY HILL CENTER WO#161629A REPLACE RTU 49&53	PCard	02/21/2023	17,470.04
	Total Paid by Vendor					**34,758.83**
ROGERS GROUP INC	3020-55-00000-516010-00000000-	0209000481	FY23 ASPHALT BLANKET-MAINTENANCE	PCard	02/22/2023	84.18
	Total Paid by Vendor					**84.18**
SCHOEL ENGINEERING COMPANY INC	3020-10-00000-523000-REDEV001-	527076	VBC SUBDIVISION CONSULTING SER	84630	02/21/2023	5,559.75
	Total Paid by Vendor					**5,559.75**
SCOTT LIGHTING SUPPLY CO	3020-14-00000-513010-PR8610XX-	125080	GENERAL SERVICES -LED LIGHTS	90000442	02/13/2023	4,949.50
	Total Paid by Vendor					**4,949.50**
SIRENS FOR CITIES INC	3020-44-00000-520500-00000000-	1636	MODEL 14V-B BATTERY BACKED WARNING SIREN	84476	02/14/2023	3,600.00
	3020-44-00000-520500-00000000-	1637	TORNADO WARNING SIREN	84637	02/20/2023	7,200.00
	3020-44-00000-520500-00000000-	1638	SIREN INSTALLATION	84637	02/20/2023	22,346.53
	Total Paid by Vendor					**33,146.53**
SJ&L GENERAL CONTRACTOR LLC	3020-55-00000-516010-00000000-	7550	ASPHALT (ROGERS NOT MAKING 2/6/23)	PCard	02/22/2023	319.15
	3020-55-00000-516010-00000000-	7567	ASPHALT (ROGERS NOT MAKING 2/7/23)	PCard	02/22/2023	718.90
	3020-55-00000-516010-00000000-	7582	ASPHALT (ROGERS NOT MAKING 2/8/23)	PCard	02/22/2023	668.20
	3020-55-00000-516020-00000000-	APPL #8 RESURFACE	RESURFACING OF RES STREETS, 20	PCard	02/22/2023	38,831.35
	Total Paid by Vendor					**40,537.60**
SOUTHERN LIGHTING AND TRAFFIC	3020-75-00000-529001-00000000-	46280	RADIO COMM FOR SIGNAL CABINET	84642	02/15/2023	500.00
	Total Paid by Vendor					**500.00**
TEMPLE INC	3020-75-00000-529000-00000000-	INV0226744	POLARA PUSHBUTTONS FOR PROJECTS ***SOLE SOURCE***	84491	02/14/2023	11,371.00
	Total Paid by Vendor					**11,371.00**
THOMPSON TRACTOR COMPANY INC	3020-15-00000-520101-00000000-	SPI01234537	RC MINI LOADER FOR PWS	84653	02/15/2023	54,275.00
	Total Paid by Vendor					**54,275.00**

	TURFGRASS OF TENNESSEE LLC	3020-55-00000-516010-00000000-	32072	SOD FOR VARIOUS MAINT JOBS	84663	02/21/2023	81.00
		Total Paid by Vendor					**81.00**
	UTILICOM SUPPLY ASSOCIATES LLC	3020-75-00000-529000-00000000-	299480	SIGNAL HARDWARE FOR PROJECTS	90000480	02/15/2023	860.00
		3020-75-00000-529000-00000000-	299479	SIGNAL HOUSINGS FOR PROJECTS	90000480	02/15/2023	31,799.00
		3020-75-00000-529000-00000000-	299422	LOUVERS FOR PROJECT	90000480	02/20/2023	1,872.00
		3020-75-00000-529000-00000000-	299676	BLANKOUT SIGN	90000480	02/20/2023	2,970.00
		Total Paid by Vendor					**37,501.00**
	VULCAN INC	3020-75-00000-529000-00000000-	R26892	SIGN BLANKS FOR PROJECT	84669	02/15/2023	837.60
		Total Paid by Vendor					**837.60**
	VULCAN MATERIALS CO	3020-55-00000-516040-00000000-	51290034	FY23 ROCK/STONE PWS CONSTRUCTION (BLANKET)	90000481	02/14/2023	5,272.19
		3020-55-00000-516040-00000000-	51290035	FY23 ROCK/STONE PWS CONSTRUCTION (BLANKET)	90000481	02/14/2023	3,188.25
		3020-55-00000-516040-00000000-	51290037	FY23 ROCK/STONE PWS CONSTRUCTION (BLANKET)	90000481	02/14/2023	2,126.28
		3020-55-00000-516040-00000000-	51290038	FY23 ROCK/STONE PWS CONSTRUCTION (BLANKET)	90000481	02/14/2023	5,014.10
		3020-55-00000-516040-00000000-	51293478	FY23 ROCK/STONE PWS CONSTRUCTION (BLANKET)	90000481	02/14/2023	1,583.84
		3020-55-00000-516040-00000000-	51293479	FY23 ROCK/STONE PWS CONSTRUCTION (BLANKET)	90000481	02/14/2023	2,514.40
		3020-55-00000-516040-00000000-	51297293	FY23 ROCK/STONE PWS CONSTRUCTION (BLANKET)	90000481	02/14/2023	789.60
		3020-55-00000-516040-00000000-	51297294	FY23 ROCK/STONE PWS CONSTRUCTION (BLANKET)	90000481	02/14/2023	2,871.24
		3020-55-00000-516020-00000000-	51297295	ROCK FOR SEGERS RD JOB # 23-117	90000481	02/14/2023	3,196.12
		3020-55-00000-516010-00000000-	51300304	FY23 ROCK BLANKET-MAINTENANCE	90000481	02/21/2023	698.10
		Total Paid by Vendor					**27,254.12**
	Total by Fund 3020						**694,120.07**
3030	HUNTSVILLE CITY SCHOOLS	3030-00-00000-610123-00000000-	FEB APP FY23	FEB APPROP, LESS HPD COST, LESS LEASE 2800 POPLAR	84578	02/16/2023	2,810,833.33
		Total Paid by Vendor					**2,810,833.33**
	Total by Fund 3030						**2,810,833.33**
3040	FANTASY PLAYHOUSE CHILDRENS THEATER	3040-00-00000-610042-00000000-	FY23 CAPITAL	FY23 APPROPRIATION ORD NO. 22-736 (BLANKET)	84562	02/17/2023	200,000.00
		Total Paid by Vendor					**200,000.00**
	Total by Fund 3040						**200,000.00**
3050	BRIAN WHITEHEAD	3050-14-00000-521025-00000000-	5	VIDEOBOARD-JHP CROSS COUNTRY FINISHLINE	84569	02/20/2023	18,625.00
		Total Paid by Vendor					**18,625.00**
	DUNLAP CONTRACTING INC	3050-14-00000-521015-00000000-	APPL #11 JHP SOCCER	CONSTRUCTION CONTRACT- JHP SOC	90000429	02/13/2023	89,750.00
		Total Paid by Vendor					**89,750.00**
	TRAV-AD SIGNS INC	3050-14-00000-521025-00000000-	DP33966	FINISHLINE LETTERS TWO SIDED - JHP CROSS COUNTRY	84657	02/16/2023	5,965.49
		Total Paid by Vendor					**5,965.49**
	Total by Fund 3050						**114,340.49**
3060	HUNTSVILLE MADISON COUNTY CONVENTION	3060-00-00000-610022-00000000-	REIMBURSEMENT FEB #1	ALPHA KAPPA ALPHA CONVENTION	84404	02/13/2023	95,000.00
		3060-00-00000-610022-00000000-	REIMBURSEMENT FEB #1	STS DOMESTIC SHOWCASE	84404	02/13/2023	40,645.50
		3060-00-00000-610022-00000000-	REIMBURSEMENT FEB #1	UCI PARACYCLING WORLD CUP	84404	02/13/2023	95,000.00
		3060-00-00000-610022-00000000-	REIMBURSEMENT FEB #2	ADTRAN GLOBAL SALES MTG	84404	02/13/2023	30,000.00
		3060-00-00000-610022-00000000-	REIMBURSEMENT FEB #2	AIRPORT ROUNDTABLE	84404	02/13/2023	10,000.00
		3060-00-00000-610022-00000000-	REIMBURSEMENT FEB #2	EXPOSURE YOUTH CAMP	84404	02/13/2023	45,000.00
		3060-00-00000-610022-00000000-	REIMBURSEMENT FEB #2	KAYAK BASS FISHING	84404	02/13/2023	40,000.00
		3060-00-00000-610022-00000000-	REIMBURSEMENT FEB #2	MUSIC CITIES CONVENTION	84404	02/13/2023	56,250.00
		3060-00-00000-610022-00000000-	REIMBURSEMENT FEB #2	NCAC CHILD ABUSE SYPMPOSIUM	84404	02/13/2023	35,000.00
		3060-00-00000-610022-00000000-	REIMBURSEMENT FEB #2	SO VOLLEYBALL - BAMA BATTLE	84404	02/13/2023	30,000.00
		3060-00-00000-610022-00000000-	REIMBURSEMENT FEB #2	THE FLIP CARD SHOW	84404	02/13/2023	1,500.00
		3060-00-00000-610022-00000000-	REIMBURSEMENT FEB #2	UNA VS JAX ST FOOTBALL	84404	02/13/2023	10,000.00
		Total Paid by Vendor					**488,395.50**
	Total by Fund 3060						**488,395.50**
3080	BARGE DESIGN SOLUTIONS INC	3080-71-00000-527000-BUDGET01-	207951	FAGAN CREEK MITIGATION STUDY	84532	02/16/2023	8,125.00
		Total Paid by Vendor					**8,125.00**
	COWIN EQUIPMENT CO INC	3080-71-00000-527000-00000000-	RSA028820 1	NATURES COVE DITCH EXCAVATOR WITH MULCHER RENTAL	84547	02/15/2023	6,410.00
		Total Paid by Vendor					**6,410.00**
	CROY ENGINEERING LLC	3080-71-00000-521000-BUDGET01-	26709	REDSTONE GATEWAY GREENWAY PLS	84371	02/13/2023	1,180.00
		Total Paid by Vendor					**1,180.00**

	EVANS & EVANS LAWYERS LLC	3080-71-00000-524003-00000000-	8591	GRNBR PKWY PH V TRACT 3A CONDEMNATION	84383	02/13/2023	14.38
		Total Paid by Vendor					**14.38**
	GARVER LLC	3080-71-00000-524027-00000000-	20S02370-16	MID CITY STREETSCAPING PH 1B &	84390	02/13/2023	17,753.90
		3080-71-00000-524027-00000000-	21S02490-9	OLD MONROVIA ROAD IMPROVEMENTS	84390	02/13/2023	24,694.47
		Total Paid by Vendor					**42,448.37**
	GRAYBAR ELECTRIC COMPANY	3080-71-00000-524009-00000000-	9330815779	225 HOLMES AVE GRANVILLE III LIGHT POLES	PCard	02/23/2023	18,113.58
		Total Paid by Vendor					**18,113.58**
	JAMES MARTIN SELLERS	3080-71-00000-530000-00000000-	5772	GRNBR PKWY / N HSV PARK FB	84472	02/13/2023	600.00
		3080-71-00000-530000-00000000-	5782	2/18/23 CUSTOM PHOTO FLIGHT	PCard	02/22/2023	650.00
		Total Paid by Vendor					**1,250.00**
	JARRETT CONCRETE PRODUCTS AND SUPPLIES INC	3080-71-00000-527001-00000000-	98835	PRATT AVENUE PROJECT PURPOSE	84427	02/13/2023	17,751.12
		3080-71-00000-527001-00000000-	98851	PRATT AVENUE PROJECT PURPOSE	84588	02/14/2023	8,875.56
		3080-71-00000-527001-00000000-	98863	PRATT AVENUE PROJECT PURPOSE	84588	02/15/2023	17,751.12
		3080-71-00000-527001-00000000-	98883	PRATT AVENUE PROJECT PURPOSE	84588	02/16/2023	8,875.56
		3080-71-00000-527001-00000000-	98889	PRATT AVENUE PROJECT PURPOSE	84588	02/17/2023	8,875.56
		3080-71-00000-527001-00000000-	98895	PRATT AVENUE PROJECT PURPOSE	PCard	02/21/2023	8,875.56
		3080-71-00000-527001-00000000-	98905	PRATT AVENUE PROJECT PURPOSE	PCard	02/22/2023	8,875.56
		3080-71-00000-527001-00000000-	98921	PRATT AVENUE PROJECT PURPOSE	PCard	02/23/2023	8,875.56
		3080-71-00000-527001-00000000-	98914	PRATT AVENUE PROJECT PURPOSE	PCard	02/23/2023	8,875.56
		Total Paid by Vendor					**97,631.16**
	OSBORN CONCRETE CUTTING	3080-71-00000-526001-00000000-	19158	TIF 6 SEWER EXPANSION (BLANKET)	90000467	02/15/2023	2,800.00
		3080-71-00000-526001-00000000-	19163	TIF 6 SEWER EXPANSION (BLANKET)	90000467	02/17/2023	1,400.00
		Total Paid by Vendor					**4,200.00**
	ROGERS GROUP INC	3080-71-00000-524000-PR8143XX-	386422-16-1	MARTIN ROAD CLEARING	84629	02/16/2023	24,915.70
		3080-71-00000-524000-BUDGET01-	386422-28-1	GRISSOM SILT FENCE	84629	02/16/2023	9,476.00
		3080-00-00000-220400-00000000-	APPL #15 SANDERSON A	191059-SANDERSON ROAD-FINAL RET	PCard	02/22/2023	24,529.41
		3080-00-00000-220400-00000000-	APPL #15 SANDERSON	191059-SANDERSON ROAD-FINAL RET	PCard	02/23/2023	140,443.00
		Total Paid by Vendor					**199,364.11**
	SCHOEL ENGINEERING COMPANY INC	3080-71-00000-527001-00000000-	527089	LOMR SUBMITTAL FOR FAGAN CREEK	PCard	02/22/2023	34,250.00
		Total Paid by Vendor					**34,250.00**
	URBAN DESIGN ASSOCIATES LTD	3080-71-00000-530000-BUDGET01-	12322	MILL CREEK DESIGN MASTER PLAN	84498	02/13/2023	21.75
		3080-71-00000-530000-BUDGET01-	12325	MILL CREEK DESIGN MASTER PLAN	84498	02/13/2023	26,550.00
		Total Paid by Vendor					**26,571.75**
	VOLKERT INC	3080-71-00000-524066-00000000-	01801005	ARSENAL EAST CONNECTOR PEL & C	84505	02/13/2023	31,920.00
		Total Paid by Vendor					**31,920.00**
	Total by Fund 3080						**471,478.35**
3310	HUNTSVILLE UTILITIES	3310-71-00000-515550-00000000-	3110100101650223	STREET LIGHTS/TRAFFIC LIGHTS (BLANKET)	84418	02/13/2023	357,542.15
		Total Paid by Vendor					**357,542.15**
	Total by Fund 3310						**357,542.15**
3430	PCARD PAYMENTS	3430-41-00000-515520-00000000-	298936	STAC K9 IN-CAR KENNEL	PCard	02/13/2023	1,345.00
		3430-41-00000-515520-00000000-	298938	STAC CELL SVC 12/24-1/23/23	PCard	02/13/2023	610.22
		3430-41-00000-515520-00000000-	298950	STAC RADIO SVC 1/13-2/13/23	PCard	02/14/2023	910.00
		Total Paid by Vendor					**2,865.22**
	STAPLES INC	3430-41-00000-515520-00000000-	3530965030	S DUNCAN/807-B SHONEY DR/427-5456	84645	02/20/2023	90.53
		3430-41-00000-515520-00000000-	3530965031	S DUNCAN/807-B SHONEY DR/427-5456	84645	02/20/2023	280.28
		Total Paid by Vendor					**370.81**
	Total by Fund 3430						**3,236.03**
3560	TRIGREEN EQUIPMENT	3560-51-00000-520100-00000000-	321704	TORO DINGO WITH AUGER	84659	02/16/2023	45,709.10
		3560-51-00000-520100-00000000-	321752	POWER RAKE BOX AND STUMP GRINDER FOR TORO DINGO	84658	02/16/2023	14,137.00
		Total Paid by Vendor					**59,846.10**
	Total by Fund 3560						**59,846.10**
3700	RSM DESIGN	3700-71-00000-515370-00000000-	23949	CUMMINGS RESEARCH PARK DESIGN	84469	02/13/2023	6,250.00
		Total Paid by Vendor					**6,250.00**
	Total by Fund 3700						**6,250.00**
3900	ALABAMA DEPARTMENT OF REVENUE	3900-44-00000-515700-00000000-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	17.10
		Total Paid by Vendor					**17.10**
	DUTCH OIL COMPANY INC	3900-44-00000-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	33.46
		3900-44-00000-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	35.54
		3900-44-00000-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	31.94
		Total Paid by Vendor					**100.94**
	PCARD PAYMENTS	3900-44-00000-515340-00000000-	298955	JANTOY 9V 3A AC CONVERTER ADAPTER CHARGER	PCard	02/15/2023	17.99
		Total Paid by Vendor					**17.99**

	Total by Fund 3900						**136.03**
3910	ALABAMA DEPARTMENT OF REVENUE	3910-93-00000-515700-00000000-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	203.07
		Total Paid by Vendor					**203.07**
	HUNTSVILLE UTILITIES	3910-93-00000-515700-00000000-	3110100101290223	UTILITY BILL	84418	02/13/2023	15,566.35
		Total Paid by Vendor					**15,566.35**
	Total by Fund 3910						**15,769.42**
3930	ALABAMA DEPARTMENT OF REVENUE	3930-91-00000-515700-00000000-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	178.02
		Total Paid by Vendor					**178.02**
	HUNTSVILLE UTILITIES	3930-91-00000-515700-00000000-	2110101351300123	Utility Bill	84418	02/13/2023	1,453.26
		3930-91-00000-515700-00000000-	2110100219670223	UTILTIY BILL	84418	02/13/2023	11.26
		3930-91-00000-515700-00000000-	2210100672910223	UTILITY BILL	84418	02/13/2023	3,002.25
		3930-91-00000-515700-00000000-	2110100220010223	UTILITY BILL	84418	02/13/2023	4,901.81
		3930-91-00000-515700-00000000-	2110100219240223	UTILITY BILL	84418	02/13/2023	12.83
		3930-91-00000-515700-00000000-	2210102462020223	UTILITY BILL	84418	02/13/2023	360.79
		3930-91-00000-515700-00000000-	2210100580960223	UTILITY BILL	84418	02/13/2023	60.61
		Total Paid by Vendor					**9,802.81**
	Total by Fund 3930						**9,980.83**
4011	OMI INC	4011-14-00000-522014-00000000-	23374	ENGINEERING SERVICES- MIDCITY	84613	02/16/2023	300.00
		Total Paid by Vendor					**300.00**
	Total by Fund 4011						**300.00**
4012	MIDSOUTH PAVING INC	4012-14-00000-527003-00000000-	403236-007-4	CURB & GUTTER - JOE DAVIS STADIUM	84603	02/16/2023	75,503.12
		4012-14-00000-527003-00000000-	403236-007-5	CURB & GUTTER - JOE DAVIS STADIUM	84603	02/16/2023	244,609.13
		Total Paid by Vendor					**320,112.25**
	SOLID WASTE DISPOSAL AUTHORITY	4012-14-00000-527003-00000000-	T1005523	TIPPING FEES - LM (BLANKET PO)	90000474	02/20/2023	933.36
		Total Paid by Vendor					**933.36**
	Total by Fund 4012						**321,045.61**
4013	DUNLAP CONTRACTING INC	4013-14-00000-521015-PHASE002-	APPL #3 JHP CHMP SOC	CONSTRUCTION SERVICES- JHP CHA	90000429	02/13/2023	885,987.00
		Total Paid by Vendor					**885,987.00**
	KPS GROUP INC	4013-14-00000-523023-PHASE002-	23 SANDRA MOON PH 2	ARCHITECTURAL SERVICES-SANDRA	PCard	02/22/2023	4,626.63
		Total Paid by Vendor					**4,626.63**
	PEARCE CONSTRUCTION CO INC	4013-14-00000-522018-00000000-	APPL #2 FIRE STAT#20	CONSTRUCTION SERVICES	84615	02/21/2023	72,587.00
		Total Paid by Vendor					**72,587.00**
	TTL INC	4013-14-00000-522018-00000000-	2122162	ENGINEERING SERVICES - FIRE ST	84662	02/21/2023	3,823.75
		Total Paid by Vendor					**3,823.75**
	WIREGRASS CONSTRUCTION COMPANY INC	4013-14-00000-521022-00000000-	APPL #3 ICE COMPLEX	CONSTRUCTION SERVICES- HSV ICE	84680	02/16/2023	224,209.99
		4013-14-00000-521022-00000000-	APPL #4 ICE COMPLEX	CONSTRUCTION SERVICES- HSV ICE	84680	02/16/2023	254,636.44
		Total Paid by Vendor					**478,846.43**
	Total by Fund 4013						**1,445,870.81**
4015	C SPIRE BUSINESS	4015-14-00000-522010-00000000-	C013951047	NEW CITY HALL SWITCHES	84538	02/16/2023	6,829.76
		4015-14-00000-522010-00000000-	C014165738	NEW CITY HALL SWITCHES	84538	02/16/2023	11,852.96
		Total Paid by Vendor					**18,682.72**
	GOODWYN MILL CAWOOD LLC	4015-14-00000-522010-00000000-	ABHM20000228REIMB EX	REIMBURSABLE EXPENSES	84393	02/13/2023	378.13
		4015-14-00000-522010-00000000-	ABHM20000229REIMB EX	REIMBURSABLE EXPENSES	84393	02/13/2023	470.26
		4015-14-00000-522010-00000000-	ABHM20000230REIMB EX	REIMBURSABLE EXPENSES	84393	02/13/2023	140.94
		4015-14-00000-522010-00000000-	ABHM20000228	ARCHITECTURAL SERVICES- NEW CI	84570	02/21/2023	32,596.36
		4015-14-00000-522010-00000000-	ABHM20000229	ARCHITECTURAL SERVICES- NEW CI	84570	02/21/2023	32,596.36
		4015-14-00000-522010-00000000-	ABHM20000230	ARCHITECTURAL SERVICES- NEW CI	84570	02/21/2023	43,461.82
		Total Paid by Vendor					**109,643.87**
	Total by Fund 4015						**128,326.59**
4016	PEARCE CONSTRUCTION CO INC	4016-00-00000-523042-00000000-	DRAW #8	VBC NORTH HALL & PLAYHOUSE PER TO 12/31/22	84615	02/16/2023	891,876.92
		4016-00-00000-523042-00000000-	DRAW #9	VBC NORTH HALL & PLAYHOUSE PER TO 1/31/23	84615	02/16/2023	682,674.00
		Total Paid by Vendor					**1,574,550.92**
	TECTA AMERICA SOUTHEAST LLC	4016-00-00000-523042-00000000-	DRAW #4	VBC NORTH ROOF - PERIOD TO 1/31/23	84650	02/17/2023	94,521.00
		Total Paid by Vendor					**94,521.00**
	Total by Fund 4016						**1,669,071.92**
4017	KPS GROUP INC	4017-14-00000-523023-PHASE004-	2 SANDRA MOON PH 4	ARCHITECTURAL SERVICES - SANDR	PCard	02/22/2023	2,718.75
		4017-14-00000-523023-PHASE004-	3 SANDRA MOON PH 4	ARCHITECTURAL SERVICES - SANDR	PCard	02/22/2023	40,781.25
		Total Paid by Vendor					**43,500.00**
	Total by Fund 4017						**43,500.00**
6000	AIR HYDRO POWER INC	6000-76-76200-513040-00000000-	10899690	HOSE REPAIRS (BLANKET)	84519	02/17/2023	66.96
		Total Paid by Vendor					**66.96**
	ALABAMA CONCRETE INC	6000-76-00000-526000-00000000-	124658	PLANT 1 (BLANKET)	84520	02/15/2023	660.00

	Total Paid by Vendor					**660.00**
ALABAMA DEPARTMENT OF REVENUE	6000-76-76210-515700-00000000-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	362.98
	6000-76-76220-515700-00000000-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	285.17
	6000-76-76230-515700-00000000-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	226.45
	6000-76-76250-515700-00000000-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	1,089.52
	6000-76-76260-515700-00000000-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	827.23
	6000-76-76370-515700-00000000-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	947.65
	6000-76-76380-515700-00000000-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	11.41
	Total Paid by Vendor					**3,750.41**
AMERICAN WELDING & GAS INC	6000-76-76200-515340-00000000-	09084582	CYLINDER RENTAL FOR MAINTENANCE SHOP (BLANKET)	84527	02/17/2023	340.00
	Total Paid by Vendor					**340.00**
APPLIED INDUSTRIAL TECHNOLOGIES	6000-76-76300-515340-00000000-	7026345665	FOR MAINTENANCE	PCard	02/23/2023	1,361.68
	Total Paid by Vendor					**1,361.68**
BRENNTAG MID-SOUTH INC	6000-76-76110-515060-00000000-	BMS349203	PLANT 5/6	PCard	02/23/2023	3,420.00
	6000-76-76110-515060-00000000-	BMS349202	PLANT 5/6	PCard	02/23/2023	3,368.70
	Total Paid by Vendor					**6,788.70**
CC LYNCH AND ASSOCIATES	6000-00-00000-140100-00000000-	230285	INVENTORY (SOLE SOURCE)	84540	02/14/2023	785.00
	Total Paid by Vendor					**785.00**
CELLCO PARTNERSHIP	6000-76-76100-515070-00000000-	9927457990	FY23 BLANKET PO VERIZON SERVICES COH BY ITS	84667	02/16/2023	93.38
	Total Paid by Vendor					**93.38**
CINTAS	6000-76-76300-515340-00000000-	4145783655	LAUNDRY RENTAL FEBRUARY 2023 (BLANKET)	84543	02/15/2023	15.03
	6000-76-76300-515340-00000000-	4145686941	LAUNDRY RENTAL FEBRUARY 2023 (BLANKET)	84543	02/15/2023	23.46
	6000-76-76300-515340-00000000-	4145671304	LAUNDRY RENTAL FEBRUARY 2023 (BLANKET)	84543	02/15/2023	15.15
	6000-76-76300-515340-00000000-	4145968029	LAUNDRY RENTAL FEBRUARY 2023 (BLANKET)	84543	02/15/2023	25.25
	6000-76-76300-515340-00000000-	4145967999	LAUNDRY RENTAL FEBRUARY 2023 (BLANKET)	84543	02/15/2023	79.02
	6000-76-76100-515670-00000000-	4145783754	WPC UNIFORMS FEBRUARY 2023 (BLANKET)	84543	02/15/2023	71.27
	6000-76-76100-515670-00000000-	4146096126	WPC UNIFORMS FEBRUARY 2023 (BLANKET)	84543	02/15/2023	42.22
	6000-76-76100-515670-00000000-	4145671241	WPC UNIFORMS FEBRUARY 2023 (BLANKET)	84543	02/15/2023	58.35
	6000-76-76100-515670-00000000-	4145687036	WPC UNIFORMS FEBRUARY 2023 (BLANKET)	84543	02/15/2023	31.50
	6000-76-76100-515670-00000000-	4145968134	WPC UNIFORMS FEBRUARY 2023 (BLANKET)	84543	02/15/2023	73.77
	6000-76-76100-515670-00000000-	4145969096	WPC UNIFORMS FEBRUARY 2023 (BLANKET)	84543	02/15/2023	979.75
	Total Paid by Vendor					**1,414.77**
CORE & MAIN LP	6000-76-76370-513040-00000000-	S273680	ROME RD PS	84368	02/14/2023	1,044.60
	6000-76-00000-526000-00000000-	S181049	SPRING BRANCH DIGESTER PROJECT	84546	02/17/2023	2,450.14
	Total Paid by Vendor					**3,494.74**
DELL MARKETING LP	6000-76-00000-526000-00000000-	10651485530	QUOTE 3000142078020.1 WP-SCADA	84373	02/14/2023	4,473.00
	Total Paid by Vendor					**4,473.00**
DONOHOO CHEVROLET LLC	6000-76-76110-520100-00000000-	59273	2023 CHEVROLET SILVERADO 2500HD 4WD CREW CAB	PCard	02/22/2023	64,821.50
	Total Paid by Vendor					**64,821.50**
DUTCH OIL COMPANY INC	6000-76-76110-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	42.29
	6000-76-76110-514010-00000000-	CFN-20444	FUELING TRANS DATED 020323	90000430	02/13/2023	46.49
	6000-76-76110-514010-00000000-	CFN-20462	FUELING TRANS DATED 020423	90000430	02/13/2023	59.66
	6000-76-76110-514010-00000000-	CFN-20462	FUELING TRANS DATED 020423	90000430	02/13/2023	170.95
	6000-76-76110-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	82.41
	6000-76-76110-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	235.14
	6000-76-76110-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	95.78
	6000-76-76110-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	173.31
	6000-00-00000-140100-00000000-	INV-194862	FOR STATIONARY TANKS/FUELING FACILITY (BLANKET)	90000431	02/14/2023	3,728.52
	6000-76-76110-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	23.11
	6000-76-76110-514010-00000000-	CFN-20562	FUELING TRANS DATED 021123	90000456	02/16/2023	121.07
	6000-76-76110-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	35.73
	6000-76-76110-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	59.30
	6000-76-76110-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	109.06
	6000-76-76110-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	29.38
	6000-76-76110-514010-00000000-	CFN-20793	FUELING TRANS DATED 021723	90000456	02/20/2023	255.05
	6000-00-00000-140100-00000000-	INV-195205	FOR STATIONARY TANKS/FUELING FACILITY (BLANKET)	PCard	02/23/2023	3,652.92
	6000-76-76110-514010-00000000-	INV-195204	FOR STATIONARY TANKS/FUELING FACILITY (BLANKET)	PCard	02/23/2023	846.00
	Total Paid by Vendor					**9,766.17**
EAGLE WHOLESALE SUPPLY	6000-76-76300-515340-00000000-	93106243	SEWER MAINTENANCE	84555	02/15/2023	3,882.42
	Total Paid by Vendor					**3,882.42**
EASTERN INDUSTRIAL	6000-76-76200-513040-00000000-	S3593194.001	PLUMBING SUPPLIES (BLANKET)	84556	02/15/2023	173.98
	Total Paid by Vendor					**173.98**

ECO-TECH INC	6000-00-00000-140100-00000000-	230374	PUMP TUBING (SOLE SOURCE)	84558	02/15/2023	1,992.44
	Total Paid by Vendor					**1,992.44**
EDDIE POSEY GARAGE LLC	6000-76-76110-513030-00000000-	35128	R&M EQ #030539 (OVER 25K GVWR)	84559	02/17/2023	1,082.01
	6000-76-76110-513030-00000000-	35131	R&M EQ #021769	84559	02/17/2023	6,642.00
	6000-76-76110-513030-00000000-	35057	R&M EQ #021795 (OVER 25,000 GVWR)	84559	02/20/2023	550.98
	6000-76-76110-513030-00000000-	35155	R&M EQ #021752	PCard	02/23/2023	772.46
	Total Paid by Vendor					**9,047.45**
ENERSOLV CORPORATION	6000-76-76100-515370-00000000-	99 5939 JAN	LAB SAMPLES TESTING (BLANKET)	84561	02/15/2023	931.84
	Total Paid by Vendor					**931.84**
FOX SCIENTIFIC INC	6000-76-76200-515340-00000000-	S1150690.002	LAB SUPPLIES	84566	02/15/2023	241.92
	Total Paid by Vendor					**241.92**
GEN-CO INC	6000-76-76110-513030-00000000-	31044	PORTABLE GENERATOR REPAIR	84568	02/17/2023	3,385.30
	Total Paid by Vendor					**3,385.30**
GRAYBAR ELECTRIC COMPANY	6000-76-00000-526000-00000000-	9330855747	PL1 DIGESTER	84572	02/17/2023	772.60
	6000-76-00000-526000-00000000-	9330778723	PL5 SCADA	84572	02/17/2023	8,637.03
	6000-76-76220-513040-00000000-	9330878201	PL6 AERATION BASIN	84572	02/17/2023	1,074.95
	6000-76-00000-526000-00000000-	9330855750	PL1A BLOWER SYSTEM	84572	02/17/2023	6,276.13
	6000-76-76370-513040-00000000-	9330855752	565 LIFT STATION	84572	02/17/2023	337.24
	6000-76-00000-526000-00000000-	9330954284	PL1A BLOWER SYSTEM	PCard	02/23/2023	637.62
	6000-76-00000-526000-00000000-	9330954285	PL1A LS FILTER	PCard	02/23/2023	7,360.83
	6000-76-00000-526000-00000000-	9330919120	PL1A DIGESTER	PCard	02/23/2023	6,420.96
	6000-76-00000-526000-00000000-	9329925552	PL1A DIGESTER	PCard	02/23/2023	12,965.98
	Total Paid by Vendor					**44,483.34**
HOME DEPOT USA INC	6000-00-00000-140100-00000000-	731442406	JANITORIAL SUPPLIES FOR INVENTORY	84577	02/16/2023	406.60
	6000-00-00000-140100-00000000-	731442398	JANITORIAL SUPPLIES FOR INVENTORY	84577	02/16/2023	1,254.49
	6000-76-76200-515340-00000000-	731874285	FOR OPERATIONS	84577	02/20/2023	621.40
	Total Paid by Vendor					**2,282.49**
HUNTSVILLE FASTENER & SUPPLY INC	6000-76-76200-513040-00000000-	6083006	FOR MAINTENANCE REPAIRS (BLANKET)	PCard	02/23/2023	58.80
	6000-76-76200-513040-00000000-	6080659	FOR MAINTENANCE REPAIRS (BLANKET)	PCard	02/23/2023	22.00
	6000-76-76200-513040-00000000-	6078893	MAINTENANCE	84415	02/14/2023	852.00
	Total Paid by Vendor					**932.80**
HUNTSVILLE TRACTOR & EQUIPMENT INC	6000-76-76110-520100-00000000-	WG23057	KUBOTA 2023 ZERO TURN MOWER	PCard	02/22/2023	16,105.72
	Total Paid by Vendor					**16,105.72**
HUNTSVILLE UTILITIES	6000-76-76210-515700-00000000-	3110100100060223	UTILITIES BLANKET (OCT 2022-SEPT 2023)	84579	02/17/2023	26,086.41
	6000-76-76220-515700-00000000-	3110100100060223	UTILITIES BLANKET (OCT 2022-SEPT 2023)	84579	02/17/2023	21,137.64
	6000-76-76230-515700-00000000-	3110100100060223	UTILITIES BLANKET (OCT 2022-SEPT 2023)	84579	02/17/2023	16,425.78
	6000-76-76250-515700-00000000-	3110100100060223	UTILITIES BLANKET (OCT 2022-SEPT 2023)	84579	02/17/2023	63,932.37
	6000-76-76260-515700-00000000-	3110100100060223	UTILITIES BLANKET (OCT 2022-SEPT 2023)	84579	02/17/2023	47,363.80
	6000-76-76370-515700-00000000-	3110100100060223	UTILITIES BLANKET (OCT 2022-SEPT 2023)	84579	02/17/2023	53,697.98
	6000-76-76380-515700-00000000-	3110100100060223	UTILITIES BLANKET (OCT 2022-SEPT 2023)	84579	02/17/2023	615.02
	Total Paid by Vendor					**229,259.00**
HYDRA SERVICE INC	6000-00-00000-140100-00000000-	165733	INVENTORY	84581	02/15/2023	785.48
	Total Paid by Vendor					**785.48**
INDUSTRIAL CONTRACTOR SUPPLY LLC	6000-76-76200-515340-00000000-	58283	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	84582	02/15/2023	1,679.06
	6000-76-76200-515340-00000000-	58291	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	84582	02/15/2023	157.86
	6000-76-76200-515340-00000000-	58435	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	84582	02/15/2023	62.70
	6000-76-76200-515340-00000000-	58460	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	84582	02/15/2023	306.68
	Total Paid by Vendor					**2,206.30**
KELSEY ELECTRIC MOTOR SERVICE INC	6000-76-00000-526000-00000000-	91614	PT5 NEW MOTOR	84590	02/17/2023	4,377.37
	6000-76-76250-513040-00000000-	91615	REBUILD MOTOR PT5	84590	02/17/2023	1,012.00
	Total Paid by Vendor					**5,389.37**
KENWORTH OF HUNTSVILLE	6000-76-76110-520100-00000000-	06H1778	2024 KENWORTH T880S KENWORTH TRI-AXLE DUMP TRUCK	PCard	02/22/2023	217,500.00
	Total Paid by Vendor					**217,500.00**
LAMBERT CONTRACTING LLC	6000-76-00000-526000-00000000-	APPL #8 BIG COVE	BIG COVE BASIN SEWER EXTENSION	84432	02/13/2023	117,808.90
	Total Paid by Vendor					**117,808.90**
MADISON COUNTY AUTO PARTS INC	6000-76-76110-513030-00000000-	243104	NAPA TRX DATE 020923	84596	02/16/2023	17.52
	6000-76-76110-513030-00000000-	243104	NAPA TRX DATE 020923	84596	02/16/2023	65.86
	6000-76-76110-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	4.30
	6000-76-76110-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	21.38
	6000-76-76110-513030-00000000-	OPEN 01.26.23	INVOICES DID NOT IMPORT FROM ASSETWORKS	84597	02/16/2023	17.52
	6000-76-76110-513030-00000000-	243373	AUTO PARTS (BLANKET)	PCard	02/22/2023	317.56
	6000-76-76110-513030-00000000-	243396	AUTO PARTS (BLANKET)	PCard	02/22/2023	201.01

	6000-76-76110-513030-00000000-	243437	AUTO PARTS (BLANKET)	PCard	02/22/2023	588.05
	6000-76-76110-513030-00000000-	243445	AUTO PARTS (BLANKET)	PCard	02/22/2023	136.83
	Total Paid by Vendor					**1,370.03**
MARK JOHNSON CONSTRUCTION LLC	6000-76-00000-526000-00000000-	2708	MECHANICAL REHAB GREENBRIER PS	84437	02/13/2023	12,957.51
	6000-76-00000-526000-00000000-	2709	SPRING BRANCH NORTH DIGESTER MECH REPAIRS	84437	02/13/2023	113,101.08
	Total Paid by Vendor					**126,058.59**
MCGRIFF TIRE CO INC	6000-76-76110-513030-00000000-	4660048765	EMER R&M EQ #030700	90000464	02/20/2023	560.50
	Total Paid by Vendor					**560.50**
MR ROOTER PLUMBING	6000-76-76300-516030-00000000-	448710	PUMPING-MONTE SANO/VARIOUS PROJECTS (BLANKET)	84606	02/17/2023	125.00
	6000-76-76300-516030-00000000-	448715	PUMPING-MONTE SANO/VARIOUS PROJECTS (BLANKET)	84606	02/17/2023	125.00
	6000-76-76300-516030-00000000-	448776	PUMPING-MONTE SANO/VARIOUS PROJECTS (BLANKET)	84606	02/17/2023	3,125.00
	6000-76-76300-516030-00000000-	448781	PUMPING-MONTE SANO/VARIOUS PROJECTS (BLANKET)	84606	02/17/2023	2,500.00
	6000-76-76300-516030-00000000-	448842	PUMPING-MONTE SANO/VARIOUS PROJECTS (BLANKET)	84606	02/17/2023	3,750.00
	6000-76-76300-516030-00000000-	448918	PUMPING-MONTE SANO/VARIOUS PROJECTS (BLANKET)	84606	02/17/2023	125.00
	6000-76-76300-516030-00000000-	448702	PUMPING-MONTE SANO/VARIOUS PROJECTS (BLANKET)	84606	02/17/2023	2,750.00
	6000-76-76300-516030-00000000-	447961	EMERGENCY PLUMBING REPAIRS (BLANKET)	84606	02/20/2023	868.92
	6000-76-76300-516030-00000000-	448499	EMERGENCY PLUMBING REPAIRS (BLANKET)	84606	02/20/2023	900.00
	6000-76-76300-516030-00000000-	448500	EMERGENCY PLUMBING REPAIRS (BLANKET)	84606	02/20/2023	255.00
	6000-76-76300-516030-00000000-	448647	EMERGENCY PLUMBING REPAIRS (BLANKET)	84606	02/20/2023	2,111.03
	6000-76-76300-516030-00000000-	448853	EMERGENCY PLUMBING REPAIRS (BLANKET)	84606	02/20/2023	255.00
	6000-76-76300-516030-00000000-	448854	EMERGENCY PLUMBING REPAIRS (BLANKET)	84606	02/20/2023	255.00
	6000-76-76300-516030-00000000-	448855	EMERGENCY PLUMBING REPAIRS (BLANKET)	84606	02/20/2023	170.00
	6000-76-76300-516030-00000000-	448856	EMERGENCY PLUMBING REPAIRS (BLANKET)	84606	02/20/2023	170.00
	6000-76-76300-516030-00000000-	448857	EMERGENCY PLUMBING REPAIRS (BLANKET)	84606	02/20/2023	255.00
	6000-76-76300-516030-00000000-	448858	EMERGENCY PLUMBING REPAIRS (BLANKET)	84606	02/20/2023	170.00
	6000-76-76300-516030-00000000-	448859	EMERGENCY PLUMBING REPAIRS (BLANKET)	84606	02/20/2023	170.00
	6000-76-76300-516030-00000000-	448860	EMERGENCY PLUMBING REPAIRS (BLANKET)	84606	02/20/2023	170.00
	6000-76-76300-516030-00000000-	448861	EMERGENCY PLUMBING REPAIRS (BLANKET)	84606	02/20/2023	170.00
	Total Paid by Vendor					**18,419.95**
PCARD PAYMENTS	6000-76-00000-526000-00000000-	298943	NEEDED IMMEDIATELY, NOT AVAIL @ BID VENDORS SB PRE	PCard	02/14/2023	220.96
	6000-76-76200-515340-00000000-	298963	FOR MAINTENANCE	PCard	02/16/2023	48.98
	6000-76-76200-515340-00000000-	298964	FOR OPERATIONS	PCard	02/16/2023	25.96
	6000-76-76200-515340-00000000-	298965	FOR INVENTORY	PCard	02/16/2023	133.50
	6000-76-76200-513040-00000000-	298966	FOR MAINTENANCE REPAIR	PCard	02/16/2023	462.57
	Total Paid by Vendor					**891.97**
PINE BLUFF MATERIALS CO LLC	6000-76-76200-515340-00000000-	204257	FOR WWTP DRYING BEDS (BLANKET)	PCard	02/22/2023	1,368.60
	6000-76-76200-515340-00000000-	204258	FOR WWTP DRYING BEDS (BLANKET)	PCard	02/22/2023	4,028.20
	Total Paid by Vendor					**5,396.80**
SHARP COMMUNICATION INC.	6000-76-76100-515070-00000000-	80102830	SMART RADIOS (BLANKET) (SOLE SOURCE)	84633	02/21/2023	126.78
	Total Paid by Vendor					**126.78**
STATE OF ALABAMA	6000-76-76100-515790-00000000-	298969	GRANT SMITH WASTEWATER GRADE IC LICENSE RENEWAL	PCard	02/16/2023	285.00
	Total Paid by Vendor					**285.00**
SUNBELT RENTALS INC	6000-76-00000-526000-00000000-	135283977-0001	SPRING BRANCH DIGESTER	84649	02/17/2023	810.50
	Total Paid by Vendor					**810.50**
THE LIOCE GROUP INC	6000-76-76100-515340-00000000-	IN407438	WPC INK CARTRIDGES-QUOTE QT15804	84652	02/15/2023	58.88
	6000-76-76100-515340-00000000-	IN407562	WPC INK CARTRIDGES-QUOTE QT15804	84652	02/17/2023	104.64
	Total Paid by Vendor					**163.52**
TURF-TECHS LAWN SERVICE LLC	6000-76-76110-513010-00000000-	94788	FOR WPC ADMIN (BLANKET)	PCard	02/22/2023	159.00
	Total Paid by Vendor					**159.00**
UNIVAR USA	6000-76-76110-515060-00000000-	50928055	CHASE WWTP	84666	02/17/2023	1,660.56
	Total Paid by Vendor					**1,660.56**
VULCAN MATERIALS CO	6000-76-76300-516030-00000000-	51300306	POINT REPAIR (BLANKET)	90000481	02/17/2023	133.38
	6000-76-76300-516030-00000000-	51300308	POINT REPAIR (BLANKET)	90000481	02/17/2023	863.82
	6000-76-76300-516030-00000000-	51300310	POINT REPAIR (BLANKET)	90000481	02/17/2023	321.23
	6000-76-76300-516030-00000000-	51300311	POINT REPAIR (BLANKET)	90000481	02/17/2023	1,464.06
	6000-76-76300-516030-00000000-	51300313	POINT REPAIR (BLANKET)	90000481	02/17/2023	1,215.20
	6000-76-76300-516030-00000000-	51300315	POINT REPAIR (BLANKET)	90000481	02/17/2023	399.36
	6000-76-76300-516030-00000000-	51300317	POINT REPAIR (BLANKET)	90000481	02/17/2023	763.84
	Total Paid by Vendor					**5,160.89**
WAR PARTS AND EQUIPMENT	6000-76-76110-513030-00000000-	12266	R & M KUBOTA EXCAVATOR (OVER 25K GVWR)	PCard	02/22/2023	4,635.80
	Total Paid by Vendor					**4,635.80**
WHITE CAP LP	6000-76-76110-515610-00000000-	50021030909	MAINTENANCE TOOLS	84672	02/17/2023	123.75

		6000-00-00000-140100-00000000-	50020986748	INVENTORY	PCard	02/22/2023	266.24
		6000-76-76110-515610-00000000-	50020994020	MAINTENANCE TOOLS	PCard	02/22/2023	1,037.00
		6000-00-00000-140100-00000000-	50021052041	INVENTORY	PCard	02/22/2023	569.80
		6000-76-76110-515610-00000000-	50021052568	MAINTENANCE TOOLS	PCard	02/22/2023	263.25
		Total Paid by Vendor					**2,260.04**
	Total by Fund 6000						**922,184.99**
6010	CORE & MAIN LP	6010-76-00000-526000-00000000-	S315810	TAYLOR RD FM EXT	84546	02/17/2023	1,161.20
		Total Paid by Vendor					**1,161.20**
	HYDRA SERVICE INC	6010-76-00000-526000-00000000-	165930	WALL TRIANA PS (SOLE SOURCE)	84581	02/17/2023	4,724.00
		Total Paid by Vendor					**4,724.00**
	LTS CONSTRUCTION LLC	6010-76-00000-526000-00000000-	APPL #2 9TH/WHITE/PR	EMERGENCY PIPE BURSTING-9TH, WHITE, PRATT	84594	02/16/2023	246,046.40
		Total Paid by Vendor					**246,046.40**
	VULCAN MATERIALS CO	6010-76-00000-526000-00000000-	51300309	WALL TRIANA	90000481	02/17/2023	1,894.91
		6010-76-00000-526000-00000000-	51300316	WALL TRIANA	90000481	02/17/2023	1,169.46
		Total Paid by Vendor					**3,064.37**
	WEAVER ENVIRONMENTAL SERVICES INC	6010-76-00000-526000-00000000-	APPL #2 CHERRY TREE	EMERGENCY MANHOLE REHAB (BLANKET)	84508	02/13/2023	55,079.25
		Total Paid by Vendor					**55,079.25**
	Total by Fund 6010						**310,075.22**
6030	CORE & MAIN LP	6030-71-00000-526000-00000000-	S272898	BIBB GARRET (I65) SEWER EXTENSION	84368	02/14/2023	23,602.80
		6030-71-00000-526000-00000000-	S308734	OLD 431 GRAVITY SEWER	84546	02/14/2023	7,200.00
		Total Paid by Vendor					**30,802.80**
	COWIN EQUIPMENT CO INC	6030-71-00000-526000-00000000-	RSA019316 40	BOEING SANITARY SEWER (BLANKET)	84547	02/15/2023	9,500.00
		6030-71-00000-526000-00000000-	RSA019386 36	BOEING SANITARY SEWER (BLANKET)	PCard	02/22/2023	21,000.00
		Total Paid by Vendor					**30,500.00**
	HYDRA SERVICE INC	6030-71-00000-526000-00000000-	165905	OLD 431 PS (SOLE SOURCE) (BLANKET)	84581	02/17/2023	3,548.00
		6030-71-00000-526000-00000000-	165862	COBB ROAD PROJECT (BLANKET)	84581	02/17/2023	1,998.00
		Total Paid by Vendor					**5,546.00**
	MR ROOTER PLUMBING	6030-71-00000-526000-00000000-	448708	PUMPING-WILSON COVE (BLANKET)	84606	02/17/2023	1,500.00
		6030-71-00000-526000-00000000-	448717	PUMPING-WILSON COVE (BLANKET)	84606	02/17/2023	1,000.00
		Total Paid by Vendor					**2,500.00**
	UNITED RENTALS NORTH AMERICA INC	6030-71-00000-526000-00000000-	153546944-075	BOEING SS (BLANKET)	PCard	02/22/2023	901.80
		6030-71-00000-526000-00000000-	153621085-069	BOEING SS (BLANKET)	PCard	02/22/2023	1,726.82
		6030-71-00000-526000-00000000-	184160204-035	BOEING SANITARY SEWER (BLANKET)	PCard	02/22/2023	3,381.20
		6030-71-00000-526000-00000000-	190438764-028	VARIOUS ENGINEERING PROJECTS (BLANKET)	PCard	02/22/2023	1,745.10
		Total Paid by Vendor					**7,754.92**
	Total by Fund 6030						**77,103.72**
6040	WILMER & LEE PA	6040-71-00000-526000-00000000-	GRNBR SWR SEC 1	GREENBRIER SEWER SECTION 1-EASEMENT 2 & 3	84675	02/21/2023	14,612.00
		6040-71-00000-526000-00000000-	PROV INDN CRK TRCT 4	PROVIDENCE/INDIAN CRK SEWER WPC, TRACT 4	84676	02/21/2023	17,532.75
		6040-71-00000-526000-00000000-	22550983	PROMENADE POINT ROW	PCard	02/22/2023	405.00
		Total Paid by Vendor					**32,549.75**
	Total by Fund 6040						**32,549.75**
6050	CORE & MAIN LP	6050-76-00000-526000-00000000-	S320664	WESTERN AREA WWTP	84546	02/16/2023	688.23
		6050-76-00000-526000-00000000-	S331805	WESTERN AREA WWTP-WALL PIPE	84546	02/16/2023	80,420.92
		Total Paid by Vendor					**81,109.15**
	Total by Fund 6050						**81,109.15**
6200	ALL SHARPE INC	6200-55-55200-513030-00000000-	49903	COM TX 021623/49903	84524	02/17/2023	120.00
		Total Paid by Vendor					**120.00**
	DUTCH OIL COMPANY INC	6200-55-55200-514010-00000000-	CFN-20472	FUELING TRANS DATED 020623	90000430	02/13/2023	3,617.56
		6200-55-55200-514010-00000000-	CFN-20489	FUELING TRANS DATED 020723	90000430	02/13/2023	3,485.01
		6200-55-55200-514010-00000000-	CFN-20504	FUELING TRANS DATED 020823	90000430	02/13/2023	4,003.61
		6200-55-55200-514010-00000000-	CFN-20548	FUELING TRANS DATED 021023	90000456	02/16/2023	249.31
		6200-55-55200-514010-00000000-	CFN-20572	FUELING TRANS DATED 021323	90000456	02/16/2023	3,226.13
		6200-55-55200-514010-00000000-	CFN-20588	FUELING TRANS DATED 021423	90000456	02/16/2023	4,648.96
		6200-55-55200-514010-00000000-	CFN-20535	FUELING TRANS DATED 020923	90000456	02/20/2023	3,028.54
		6200-55-55200-514010-00000000-	CFN-20602	FUELING TRANS DATED 021523	90000456	02/20/2023	3,859.30
		6200-55-55200-514010-00000000-	CFN-20776	FUELING TRANS DATED 021623	90000456	02/20/2023	2,858.30
		Total Paid by Vendor					**28,976.72**
	JC TRUCK REPAIR	6200-55-55200-513030-00000000-	02013	COM TX 021623/02013	84589	02/17/2023	25.00
		6200-55-55200-513030-00000000-	02013	COM TX 021623/02013	84589	02/17/2023	86.00
		6200-55-55200-513030-00000000-	02013	COM TX 021623/02013	84589	02/17/2023	870.00
		6200-55-55200-513030-00000000-	02013	COM TX 021623/02013	84589	02/17/2023	3,179.56
		Total Paid by Vendor					**4,160.56**

KELLYS TIRE SERVICE	6200-55-55200-513030-00000000-	239039	COM TX 021323/239039	90000435	02/14/2023	120.00
	6200-55-55200-513030-00000000-	239040	COM TX 021323/239040	90000435	02/14/2023	35.00
	6200-55-55200-513030-00000000-	239041	COM TX 021323/239041	90000435	02/14/2023	35.00
	6200-55-55200-513030-00000000-	239042	COM TX 021323/239042	90000435	02/14/2023	120.00
	6200-55-55200-513030-00000000-	239043	COM TX 021323/239043	90000435	02/14/2023	30.00
	6200-55-55200-513030-00000000-	239044	COM TX 021323/239044	90000435	02/14/2023	95.00
	6200-55-55200-513030-00000000-	239045	COM TX 021323/239045	90000435	02/14/2023	35.00
	6200-55-55200-513030-00000000-	239046	COM TX 021323/239046	90000435	02/14/2023	35.00
	6200-55-55200-513030-00000000-	239047	COM TX 021323/239047	90000435	02/14/2023	240.00
	6200-55-55200-513030-00000000-	239047	COM TX 021323/239047	90000435	02/14/2023	2,851.20
	6200-55-55200-513030-00000000-	239048	COM TX 021323/239048	90000435	02/14/2023	130.00
	6200-55-55200-513030-00000000-	239049	COM TX 021323/239049	90000435	02/14/2023	60.00
	6200-55-55200-513030-00000000-	239300	COM TX 022023/239300	PCard	02/21/2023	180.00
	6200-55-55200-513030-00000000-	239301	COM TX 022023/239301	PCard	02/21/2023	60.00
	6200-55-55200-513030-00000000-	239302	COM TX 022023/239302	PCard	02/21/2023	60.00
	6200-55-55200-513030-00000000-	239303	COM TX 022023/239303	PCard	02/21/2023	150.00
	6200-55-55200-513030-00000000-	239304	COM TX 022023/239304	PCard	02/21/2023	130.00
	6200-55-55200-513030-00000000-	239304	COM TX 022023/239304	PCard	02/21/2023	830.44
	6200-55-55200-513030-00000000-	239305	COM TX 022023/239305	PCard	02/21/2023	60.00
	6200-55-55200-513030-00000000-	239306	COM TX 022023/239306	PCard	02/21/2023	30.00
	6200-55-55200-513030-00000000-	239306	COM TX 022023/239306	PCard	02/21/2023	70.00
	6200-55-55200-513030-00000000-	239307	COM TX 022023/239307	PCard	02/21/2023	70.00
	6200-55-55200-513030-00000000-	239307	COM TX 022023/239307	PCard	02/21/2023	120.00
	6200-55-55200-513030-00000000-	239308	COM TX 022023/239308	PCard	02/21/2023	240.00
	6200-55-55200-513030-00000000-	239308	COM TX 022023/239308	PCard	02/21/2023	2,764.80
	6200-55-55200-513030-00000000-	239309	COM TX 022023/239309	PCard	02/21/2023	60.00
	6200-55-55200-513030-00000000-	239310	COM TX 022023/239310	PCard	02/21/2023	35.00
	6200-55-55200-513030-00000000-	239311	COM TX 022023/239311	PCard	02/21/2023	120.00
	Total Paid by Vendor					**8,766.44**
MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	1.85
	6200-55-55200-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	6.65
	6200-55-55200-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	6.71
	6200-55-55200-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	17.53
	6200-55-55200-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	46.32
	6200-55-55200-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	49.80
	6200-55-55200-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	83.86
	6200-55-55200-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	109.56
	6200-55-55200-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	157.15
	6200-55-55200-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	180.72
	6200-55-55200-513030-00000000-	243050	NAPA TRX DATE 020823	84596	02/16/2023	779.49
	6200-55-55200-513030-00000000-	243104	NAPA TRX DATE 020923	84596	02/16/2023	45.00
	6200-55-55200-513030-00000000-	243104	NAPA TRX DATE 020923	84596	02/16/2023	62.15
	6200-55-55200-513030-00000000-	243104	NAPA TRX DATE 020923	84596	02/16/2023	90.36
	6200-55-55200-513030-00000000-	243104	NAPA TRX DATE 020923	84596	02/16/2023	92.36
	6200-55-55200-513030-00000000-	243104	NAPA TRX DATE 020923	84596	02/16/2023	188.34
	6200-55-55200-513030-00000000-	243104	NAPA TRX DATE 020923	84596	02/16/2023	575.53
	6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	1.16
	6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	2.62
	6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	5.50
	6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	5.86
	6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	6.51
	6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	14.22
	6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	15.07
	6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	19.64
	6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	22.31
	6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	29.15
	6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	30.14
	6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	30.91
	6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	31.97
	6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	38.83
	6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	41.22
	6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	42.28

		6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	45.00
		6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	46.32
		6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	60.43
		6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	119.00
		6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	150.00
		6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	299.96
		6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	352.16
		6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	383.71
		6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	475.58
		6200-55-55200-513030-00000000-	243149	NAPA TRX DATE 021023	84596	02/16/2023	5,494.25
		6200-55-55200-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	4.30
		6200-55-55200-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	10.69
		6200-55-55200-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	26.06
		6200-55-55200-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	51.97
		6200-55-55200-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	126.15
		6200-55-55200-513030-00000000-	243218	NAPA TRX DATE 021323	84596	02/16/2023	816.77
		6200-55-55200-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	4.58
		6200-55-55200-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	7.60
		6200-55-55200-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	7.82
		6200-55-55200-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	10.88
		6200-55-55200-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	11.42
		6200-55-55200-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	12.68
		6200-55-55200-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	13.26
		6200-55-55200-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	14.74
		6200-55-55200-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	17.77
		6200-55-55200-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	26.88
		6200-55-55200-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	45.00
		6200-55-55200-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	50.26
		6200-55-55200-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	50.59
		6200-55-55200-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	51.78
		6200-55-55200-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	108.74
		6200-55-55200-513030-00000000-	243250	NAPA TRX DATE 021423	84596	02/16/2023	160.96
		6200-55-55200-513030-00000000-	OPEN 01.26.23	INVOICES DID NOT IMPORT FROM ASSETWORKS	84597	02/16/2023	4,339.66
		Total Paid by Vendor					**16,227.74**
	MCGRIFF TIRE CO INC	6200-55-55200-513030-00000000-	4660048621	COM TX 021623/4660048621	90000463	02/17/2023	8.00
		6200-55-55200-513030-00000000-	4660048621	COM TX 021623/4660048621	90000463	02/17/2023	22.00
		6200-55-55200-513030-00000000-	4660048621	COM TX 021623/4660048621	90000463	02/17/2023	50.00
		6200-55-55200-513030-00000000-	4660048320	COM TX 021323/4660048320	84440	02/14/2023	33.00
		6200-55-55200-513030-00000000-	4660048320	COM TX 021323/4660048320	84440	02/14/2023	150.00
		Total Paid by Vendor					**263.00**
	REPUBLIC SERVICES INC	6200-55-55200-515730-00000000-	0979-001014592	HHA TIPPING FEES FOR FY23 (BLANKET)	PCard	02/22/2023	45,103.00
		Total Paid by Vendor					**45,103.00**
	TENNESSEE VALLEY FENCE INC	6200-55-55200-513030-00000000-	C-20850	COM TX 021623/C-20850	84651	02/17/2023	1,050.00
		Total Paid by Vendor					**1,050.00**
	THE LIOCE GROUP INC	6200-55-55200-515340-00000000-	IN407312	INK FOR OFFICE PRINTER	PCard	02/22/2023	163.20
		Total Paid by Vendor					**163.20**
	TOTER LLC	6200-55-55200-513040-00000000-	20INV000293562	96 GALLON CARTS FOR STOCK (SOURCEWELL)	84655	02/14/2023	49,151.44
		Total Paid by Vendor					**49,151.44**
	Total by Fund 6200						**153,982.10**
6500	ALABAMA DEPARTMENT OF REVENUE	6500-53-53200-515700-PK1064XX-	UT TAX DUE 2/21/23	UTILITY TAX DUE 2/21/23	84517	02/20/2023	6.50
		Total Paid by Vendor					**6.50**
	HUNTSVILLE UTILITIES	6500-53-53200-515700-PK1064XX-	2210103911400223	UTILITY USAGE FOR GARAGES (BLANKET)	PCard	02/23/2023	172.92
		Total Paid by Vendor					**172.92**
	Total by Fund 6500						**179.42**
7000	BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-00-00000-425139-00000000-	HEALTH CLMS 2/6-2/10	2/6/23-2/10/23 HEALTH CLAIMS	90000427	02/13/2023	(234,127.19)
		7000-16-00000-517010-00000000-	HEALTH CLMS 2/6-2/10	2/6/23-2/10/23 HEALTH CLAIMS	90000427	02/13/2023	2.70
		7000-16-00000-517010-00000000-	HEALTH CLMS 2/6-2/10	2/6/23-2/10/23 HEALTH CLAIMS	90000427	02/13/2023	65,938.52
		7000-16-00000-517015-00000000-	HEALTH CLMS 2/6-2/10	2/6/23-2/10/23 HEALTH CLAIMS	90000427	02/13/2023	(88,824.24)
		7000-16-00000-517015-00000000-	HEALTH CLMS 2/6-2/10	2/6/23-2/10/23 HEALTH CLAIMS	90000427	02/13/2023	51,719.02
		7000-16-00000-517020-00000000-	HEALTH CLMS 2/6-2/10	2/6/23-2/10/23 HEALTH CLAIMS	90000427	02/13/2023	15,347.25
		7000-16-00000-517025-00000000-	HEALTH CLMS 2/6-2/10	2/6/23-2/10/23 HEALTH CLAIMS	90000427	02/13/2023	59.54
		7000-16-00000-517010-00000000-	HEALTH CLMS 2/13-17	2/13/23-2/17/23 HEALTH CLAIMS	90000452	02/20/2023	119,301.22

		7000-16-00000-517015-00000000-	HEALTH CLMS 2/13-17	2/13/23-2/17/23 HEALTH CLAIMS	90000452	02/20/2023	44,068.03
		7000-16-00000-517025-00000000-	HEALTH CLMS 2/13-17	2/13/23-2/17/23 HEALTH CLAIMS	90000452	02/20/2023	13.74
		7000-16-00000-517020-00000000-	GROUP INV DUE 03/23	03/01/23 TO 04/01/23 BILLING PERIOD	90000451	02/20/2023	12,994.39
		Total Paid by Vendor					**(13,507.02)**
	PARTNERS MANAGING GENERAL UNDERWRITERS	7000-16-00000-517040-00000000-	US1573349-012023	CITY'S GROUP HEALTH REINSURANCE. FEB. 2023	90000439	02/13/2023	15,329.28
		Total Paid by Vendor					**15,329.28**
	Total by Fund 7000						**1,822.26**
Grand Total							**18,779,410.45**

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
1 CLAIM PAYMENTS	0001-00-00000-110004-00000000-					
2 REFUND PAYMENTS	0001-00-00000-110004-00000000-	84626	02/21/2023	022123A	290,563.65	HUTTON REAL ESTATE HOLDINGS, LLC
	0001-00-00000-110004-00000000-	84625	02/21/2023	022123A	92,050.00	DR HORTON INC
	0001-00-00000-110004-00000000-	84624	02/21/2023	022123A	1,000.00	LAURA FULLER
	0001-00-00000-110004-00000000-	84623	02/21/2023	022123A	389.00	DIONICIO CRUZMAN
	0001-00-00000-110004-00000000-	84465	02/14/2023	021423A	3,214.58	EARTH STRONG, LLC
	0001-00-00000-110004-00000000-	84464	02/14/2023	021423A	1,596.01	EDGE SOLUTIONS
	0001-00-00000-110004-00000000-	84463	02/14/2023	021423A	927.42	WREN HOMES
	0001-00-00000-110004-00000000-	84462	02/14/2023	021423A	186.79	BELMONT INSTRUMNET, LLC
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-00000000-					

PRJ 2/11/23 - 2/24/23

FUND	0001	(Should only be fund "0001")

Sum of JOURNAL AMOUNT		Column Labels		
Row Labels	**DT FUND**	**02/24/23**		**Grand Total**
101000	1000		$4,138,040.37	$4,138,040.37
101005	1005		($1,212,755.05)	($1,212,755.05)
102000	2000		$186,557.27	$186,557.27
102100	2100		$50,638.85	$50,638.85
102101	2101		$1,446.82	$1,446.82
102500	2500		$2,886.99	$2,886.99
103900	3900		$29,446.73	$29,446.73
103910	3910		$35,711.76	$35,711.76
103930	3930		$35,635.56	$35,635.56
106000	6000		$429,196.10	$429,196.10
106200	6200		$270,738.48	$270,738.48
107100	7100		($25,981.74)	($25,981.74)
110004	IONS		($3,941,562.14)	($3,941,562.14)
Grand Total			**($0.00)**	**($0.00)**

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-010

Department: City Council

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

Resolution authorizing travel for Council Member Devyn Keith to Washington, D.C. March 25 - 29, 2023 for the Huntsville/Madison Co. Chamber of Commerce 2023 Washington, D.C. trip.

Type of Document: Resolution No.

Finance Information:

Account Number: Council Travel 01

City Cost Amount: $ 789.00

Total Cost: $ 789.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
N/A

RESOLUTION NO. 23-

APPROVAL OF TRAVEL EXPENSES
FOR MEMBERS OF THE CITY COUNCIL

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

NAME OF COUNCILMEMBER: Devyn Keith, District One

AMOUNT OF ESTIMATED TRAVEL EXPENSES FOR EACH:

Transportation and Meals	789.00
TOTAL	$ 789.00

PURPOSE AND OBJECT OF TRAVEL: Chamber of Commerce of Huntsville-Madison County 2023 Washington, D.C. trip from March 25, 2023 – March 29, 2023.

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

WHEREAS, the funds for departmental travel expenses have been budgeted for the current fiscal year; and

WHEREAS, the original total budget for FY 2023 District 1 travel expenses was $4000, the remaining balance as of today is $789.17, and the remaining amount, after current travel expenses are deducted, will bring the amount to $0.17.

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

RESOLUTION NO. 23- (Cont.)

ADOPTED this the 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

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:** 3/9/2023 **File ID:** 2023-011

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint Todd Howard to the Madison County 310 Board, City Place 7 (his current seat), for a six (6) year term to expire April 1, 2029.

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: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: **(list below)**

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-012

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint Marlena Primeau to the Madison County 310 Board, City Place 8 (her current seat), for a six (6) year term to expire April 1, 2029.

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: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: **(list below)**

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-013

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint John Beard to the Bingo Review Committee to his current seat for a two (2) year term to expire April 8, 2025.

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: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: **(list below)**

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-014

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint William Tumminello to the Bingo Review Committee to his current seat for a two (2) year term to expire April 8, 2025.

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: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: **(list below)**

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-015

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint Joyce LeDuc-Hampton to the Bingo Review Committee to her current seat for a two (2) year term to expire April 8, 2025.

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: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: **(list below)**

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-016

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint Sidney White to Wellstone Inc., Place 7 (her current seat), for a six (6) year term to expire April 1, 2029

Type of Document: Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
N/A

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-017

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint Richard Godwin, to the Community Development Citizens Advisory Council, Place 12 (his current seat), for a three (3) year term to expire April 14, 2026.

Type of Document: Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-018

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint Noel Castellanos, to the Community Development Citizens Advisory Council, Place 11 (her current seat), for a three (3) year term to expire April 14, 2026.

Type of Document: Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-019

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to appoint Bonita Gill to the Community Development Citizens Advisory Council, Place 5, to the seat previously held by Patricia King for a three (3) year term to expire April 14, 2026.

Type of Document: Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-064

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint Janice Johnson to the Health Care Authority of the City of Huntsville, Place 1 (her current seat), for a six (6) year term to expire April 15, 2029.

Type of Document: Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-065

Department: City Council

Subject: **Type of Action:** Nomination

Nomination to reappoint Tharon Honeycutt to the Health Care Authority of the City of Huntsville, Place 2 (his current seat), for a six (6) year term to expire April 15, 2029.

Type of Document: Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2022-1311

Department: Water Pollution Control

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring certain property as surplus and no longer needed for Municipal use.

Ordinance No.

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

If yes, please list preferred date(s) of publication: __N/A_____

Finance Information: N/A

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances: N/A

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below) N/A

Address: N/A

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

Additional Comments: N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/23/2023 **File ID:** TMP-2576

Department: Water Pollution Control

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring certain property as surplus and no longer needed for Municipal use.

Ordinance No.

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

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

Finance Information: N/A

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances: N/A

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below) N/A

Address: N/A

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

Additional Comments: N/A

ORDINANCE NO. 23-_____

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

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

BE IT FURTHER ORDAINED that the Mayor and the City Clerk-Treasurer be, and they are hereby authorized and directed to enter into an agreement with JM Wood Auction Company, Inc. to sell at public auction the property described as follows to the highest bidder in an attempt to obtain the highest possible price for said property, all proceeds of which will deposited into the Water Pollution Control Miscellaneous Revenue Fund, account # 6000-76-00000-460400-00000000:

DEPARTMENT# 7600

021296 - 2004 F150 XL SUPER CAB 4X4 GAS 2FTRX18W64CA14940
021236 - 2002 CHEVY 2500 VAN 1GCGG25R221171598
021408 - 2006 CHEVY 3500 GAS 1GBJC34U46E197376
021186 - 2000 F-250 SINGLE CAB GAS 1FTNF21LXYED81654
021278 - 2003 GMC 1500 4X4 PICKUP 1GTEK14VX3Z311690
040170 - 1995 FORD 7740 TRACTOR BD79216
021385 - 2006 F-450 SERVICE TRUCK 1FDXF46Y36EA01913
050198 - 1992 DRESSER 100G TRACK LOADER
050362 - 2001 KOMATSU 300 EXCAVATOR A84590
040198 - NEW HOLLAND TL80 001296251
020769 - 1989 C-150 CHEVROLET FLATBED 1GBJR34K5KF306591
050319 - 1997 CAT 953C LOADER 2ZN00705
050566 - 2017 KUBOTA KX080-4 EXCAVATOR SER# 36676
050593 - 2018 KUBOTA ZD1211 MOWER SER#23171
021647 - 2009 F-450 SERVICE TRUCK 1FDAF4GY0AEA18200
840055 - JOHN DEERE MX10 ROTARY CUTTER WOMX10CO15889
021563 - 2008 FORD F150 XL SUPERCAB 1FTPX12V58FB53295
720042 - 2005 JOHN DEERE 54" Z-TRAC 757 TC0757BO418
050535 - 2013 TORO GROUNDMASTER 3280-D 313000273

That said agreement between JM Wood Auction Company, Inc., and the City of Huntsville, a municipal corporation in the State of Alabama, is substantially in words and figures similar to that certain document attached hereto and identified as "Real Estate Auction Contract between the City of Huntsville and JM Wood Auction Company, Inc.," consisting of six (6)

ORDINANCE No. 23- (Cont.)

pages including any exhibits, and the date of March 9, 2023, appearing on the first page together with the signature of the President or 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.

BE IT FURTHER ORDAINED upon the completion of the public auction, that the Mayor and City Clerk-Treasurer be, and they are hereby, authorized and directed to execute and attest, respectively, for and on behalf of the City of Huntsville, Alabama; and signed by the Director of Water Pollution Control, conveyance of the title to the property, when applicable.

ADOPTED this the ___ day of _____, 2023.

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

APPROVED this the ___ day of _____, 2023.

_____
Mayor of the City of Huntsville,
Alabama

ATTEST:

_____
Kenneth Benion
Clerk-Treasurer

JMWOOD
AUCTION COMPANY, INC.
THE EQUIPMENT AUCTIONEERS
Corporate Office: 3475 Ashley Road, Montgomery, AL 36108
South Carolina Office: 115 Belvedere Circle, West Columbia, SC 29172
Phone: 334.264.3265; Fax 334.269.6990

January 24th, 2023

Huntsville Water Pollution Control
Mayor Tommy Battle, City of Huntsville
1800 Vermont Rd
Huntsville, AL 35802
256-261-9401

Re: Proposed Auction March 21-24, 2023

We want to thank you for allowing J.M. Wood Auction Company, Inc. the opportunity of submitting a proposal on the auction of your surplus equipment. Since 1973, J.M. Wood Auction Co. Inc. has conducted thousands of public auctions and sold billions of dollars of heavy machinery and trucks to buyers across the world. We believe our marketing methods along with our extensive global reach to buyers are necessary for you to achieve the true global market value of your assets.

- **Auction Location and Date:** The proposed auction will be ***March 21-24, 2023*** at our one-hundred-acre permanent auction facility in Montgomery, Alabama.

- **Traditional Auction Marketing:** J.M. Wood Auction will promote and feature your equipment in our full color auction magazine. A personalized mailing list will be selected from our database of over 100,000 domestic and international buyers. We will select potential buyers to market to by targeting recent buying patterns, trending industries, and regional activity. Your auction will be promoted in numerous industry specific trade magazines as well as in over (300) newspapers reaching a broad range of potential buyers.

- **Online Auction Marketing:** Our team will go to work immediately posting your inventory with multiple photos and inspections on JMWood.com. Our website is an essential tool in reaching thousands of buyers who visit our site daily. Your inventory will also be posted on numerous worldwide industry related sites in front of millions of buyers searching for equipment for their operations in countries across the globe. Your equipment will also be featured in J.M. Wood Auction's award-winning social media marketing campaign consisting of outlets such as Face book, Twitter, YouTube and more. J.M. Wood Auction has been recognized by both Facebook and Constant Contact as one of their annual top performing marketing companies.

President of the City Council of
the City of Huntsville, AL
Date:_____

- **Auction Delivery, Pre-Auction Services and Set Up:** We encourage you to schedule delivery of your equipment to the auction facility as soon as possible. This allows adequate time for pre-auction services such as detailed inspection reports, photography, video, clean-up, and repairs. J.M. Wood Auction will provide the seller with a detailed report on any repairs and clean-up deemed necessary to make the equipment bring the maximum dollar. No repairs will be made without prior consent from seller. J.M Wood Auction will coordinate an on-site detailed clean-up service on the equipment listed on the sellers (Exhibit "A"). J.M. Wood Auction will have representatives aggressively marketing your equipment and answering questions from prospective buyers prior to the auction.

- **Auction Day:** With 50 years in the auction business, it is in our blood. We live for auction day, and it is exciting! When you arrive at one of our world class drive through auction facilities you will find a team of professionals that know and love their job. A detailed auction catalog with lot numbers will be presented to all the pre-approved buyers on hand. The equipment will be paraded past the auction theatre full of attendees and broadcast live on the internet as well. We will furnish all personnel to conduct the auction, collect proceeds, and assist in load-out.

- **Online Auction Bidding:** JMWoodLive.com is our exclusive proprietary online bidding service. Since its inception, we have registered tens of thousands of pre-approved national and international buyers. Multiple photos of the exterior, interior and components of every item will be posted for online buyers. In addition, we provide detailed inspection services on any equipment the prospective buyer may need.

- **Buyer Services:** Prior to the auction, J.M. Wood Auction provides the buyer with detailed inspection services, financing options and logistical estimates. After the auction, we will coordinate coordination as well as dismantle and containerize equipment headed to the port.

- **Post Auction and Payment Terms:** J.M. Wood Auction will furnish a computerized statement of each item sold. We will issue seller a check for full settlement within **10 banking days** after the date of auction. Any service fees incurred such as clean-up, repairs, and transportation will be deducted from seller's final net proceeds.

- **Liens and Encumbrances:** Auctioneer acts as Seller's agent. Seller guarantees that he/she is the sole owner of items being sold and states that items are free of all mortgage's liens and encumbrances. Seller agrees to disclose all specific liens, blanket liens, mortgages, taxes, encumbrances or claims of any sort and states he is not connected to claim by Bankrupt Court or IRS. In the event, such claim should exist Seller agrees to pay all legal expense incurred by Auctioneer to protect and defend clear title. Seller hereby authorizes J.M. Wood Auction Co., Inc (hereby known as Auctioneer) at the absolute discretion of Auctioneer to carry out title searches in respect of the equipment at the expense of Seller, but in no case, shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search.

Proposal Options:

- ***Option A: (Straight Commission)***
  - J.M. Wood Auction gives Huntsville Water Pollution Control, a total estimated auction value of **$54,000.00** for the equipment listed on the attached Exhibit "A" as per the specifications and conditions listed on the (Exhibit "A"). A commission rate of **7% Absolute** will be charged to gross sales. City of Huntsville Water Pollution Control will be responsible for checkout of offsite items.

J.M. WOOD AUCTION COMPANY, INC. will provide, as a service to Huntsville Water Pollution Control, a detailed report on any repairs deemed necessary to make the equipment bring the maximum dollar. J.M Wood Auction Co., Inc. will furnish a mandatory on-site detailed clean-up service. This clean-up service will be deducted from your net proceeds.

We would like to thank you for allowing J.M. Wood Auction Company, Inc. to present this proposal to you and we look forward to conducting your auction.

"We Turn Equipment into Cash."

Mayor Tommy Battle
City of Huntsville

Date

Mason Lee, Regional Manager
J.M. Wood Auction Co., Inc.

2/6/23
Date

John D. Gray, Vice President
J.M. Wood Auction Co., Inc.
Alabama Auctioneer's License # 1791

VP

2/6/23
Date

THIS DOCUMENT IS CONFIDENTAL; IT CONTAINS PROPRIETARY INFORMATION THAT IS INTENDED ONLY FOR USE BY AUTHORIZED J.M. WOOD AUCTION CO., INC. REPRESENTATIVES AND AUCTIONEERS. THIS DOCUMENT MAY NOT BE COPIED OR SHARED WITH ANY PARTY OTHER THAN J.M. WOOD AUCTION CO., INC. UNAUTHORIZED USE IS STRICTLY PROHIBITED.

JMWOOD AUCTION COMPANY, INC

EXHIBIT "A"

Exhibit A
Huntsville Water Pollution
Shane Cook, Director
1800 Vermont Rd SW
Huntsville, AL 35802
256-261-9401
shane.cook@huntsvilleal.gov

Auction: March 21-24, 2022 in Montgomery, Alabama

JMWOOD AUCTION COMPANY, INC.
THE EQUIPMENT AUCTIONEERS

https://share.icloud.com/photos/0fenMLvabP2s69C46NGEAMT6Q

Eq #	CATEGORY	YEAR	MAKE	MODEL	S/N	DESCRIPTION	HRS/MILES	CONDITION	REPAIRS REQUIRED
021296	PICKUP TRUCK	2004	FORD	F150	2FTRX18W64CA14940	4X4, ext cab, gas		inop, bad motor and trans	
021236	CARGO VAN	2002	CHEVROLET	2500 EXPRESS	1GCGG25R221171598	gas	156,223	below average, runs and drives, paint peeling, rust on roof	clean-up
021408	SERVICE TRUCK	2006	CHEVROLET	3500	1GBJC34U46E197376	reg cab, RKI service body, Venturo ET10KX crane, fuel tank	no odo reading / 343 engine hours	fair, runs and drives, cracked seat,	clean-up
021186	PICKUP TRUCK	2000	FORD	F250	1FTNF21LXYED81654	4x4, reg cab, gas	251,413	below average, runs and drives, dent in front bumper, dent on passanger side, dings throughout	clean-up
021278	PICKUP TRUCK	2003	GMC	SIERRA 1500	1GTEK14VX3Z311690	4x4, reg cab, gas	156,511	average, ripped seat, runs and drives	clean-up
040170	FARM TRACTOR		FORD	7740	BD79216	2wd, (2) remotes, 3PTH, 18.4-34 rear tires, cab, A/C	1,236	below average, cranks and runs, hyd leak	clean-up
021385	SERVICE TRUCK	2006	FORD	F450	1FDXF46Y36EA01913	reg cab, Southeaster Truck Body service body, gas		average, runs and drives	clean-up
050198	CRAWLER LOADER	1992	DRESSER	100G		MP bucket, canopy	1,239	below average, cranks and runs, 1 track slight drag	clean-up
050362	EXCAVATOR	2001	KOMATSU	PC300LC-6LE	A84590	thumb, cab		poor, hyd bypass / sluggish, stick will move but not correctly, missing front glass, ripped seat	clean-up

EXHIBIT "A"

Eq #	CATEGORY	YEAR	MAKE	MODEL	S/N	DESCRIPTION	HRS/MILES	CONDITION	REPAIRS REQUIRED
040198	FARM TRACTOR		NEW HOLLAND	TL80	1296251	2wd, 3PTH, roll bar	263	inop, FR tire off rim	clean-up
020769	FLATBED TRUCK	1989	CHEVROLET	3500	1GBJR34K5KF306591	reg cab, 10' flatbed, gas, 6 speed trans	85,703	inop, dent in passanger door	
050319	CRAWLER LOADER	1997	CATERPILLAR	953C	2ZN00705	MP bucket, cab, A/C		needs fuel system, push rods bent, 3 out of 6 injectors bad, Cat est $12,000 - $14,000 to repair	
050566	EXCAVATOR - MINI	2017	KUBOTA	KX080-4	36676	6' stick, 24" bucket, aux hyd, hyd thumb, angle blade, rubber tracks, cab		inop, fell off trailer, est $30,000 to fix	
050593	MOWER	2018	KUBOTA	ZD1211L	23171	zero turn, canopy, 72" deck		inop, bad motor	
021647	SERVICE TRUCK	2009	FORD	F450	1FDAF4GY0AEA18200	supercab,		UNABLE TO INSPECT	clean-up
840055	ROTARY CUTTER		JOHN DEERE	MX10	15889			UNABLE TO INSPECT	
021563	PICKUP TRUCK	2008	FORD	F150	1FTPX12V58FB53295	supercab,		UNABLE TO INSPECT	clean-up
720042	MOWER	2005	JOHN DEERE	Z-TRAC 757	TC0757B0418	54" deck		inop	
050535	MOWER	2013	TORO	GROUNDMASTER 3280	313000273			inop	
					TOTAL AUCTION VALUE:	$54,000.00			
					Commission Rate:	7%			

EXHIBIT "A"

Eq #	CATEGORY	YEAR	MAKE	MODEL	S/N	DESCRIPTION	HRS/MILES	CONDITION	REPAIRS REQUIRED
					Sale Date:	March 21-24, 2023			

Customer Initial _____

JMW Initial _____

JMW Initial _____

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2022-1312

Department: Human Resources

Subject: **Type of Action:** Introduction

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

Type of Document: Ordinance No.

Finance Information: NA

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

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

Additional Comments:

NA

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/23/2023 **File ID:** TMP-2600

Department: Human Resources

Subject: **Type of Action:** Introduction

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

Type of Document: Ordinance No.

Finance Information: NA

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA

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

Additional Comments:

NA

ORDINANCE NO. 23-_____

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 Special Events Permitting Officer is hereby created and classified at a salary grade 16.

Section 2. The position of Imaging/Records Support Technician is hereby created and classified at a salary grade 10.

Section 3. The position of Air Monitoring Specialist is hereby created and classified at a salary grade 16.

Section 4. The position of Deputy Director of Finance is hereby created and classified at a salary grade 21.

Section 5. The position of General Ledger Financial Manager is hereby created and classified at a salary grade 19.

Section 6. The position of Revenue Officer Supervisor is hereby created and classified at a salary grade 17.

Section 7. The position of Revenue Clerk Supervisor is hereby created and classified at a salary grade 16.

Section 8. The position of Revenue Analyst is hereby created and classified at a salary grade 15.

Section 9. The position of Revenue Officer is hereby created and classified at a salary grade 15.

Section 10. The position of Revenue Clerk is hereby created and classified at a salary grade 12.

Section 11. In all other respects, Ordinance No. 89-79, as amended, shall remain in full force and effect.

ORDINANCE NO. 23-_____

ADOPTED this the 23rd day of February, 2023.

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

APPROVED this the 23rd day of February 2023.

_____
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:** 3/9/2023 **File ID:** 2022-1313

Department: Human Resources

Subject: **Type of Action:** Introduction

Introduction of an ordinance to amend the Budget Ordinance No. 22-736 to modify the authorized strength of the departments.

Type of Document: Ordinance No.

Finance Information: NA

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

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

Additional Comments:

NA

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/23/2023 **File ID:** TMP-2601

Department: Human Resources

Subject: **Type of Action:** Introduction

Introduction of an ordinance to amend the Budget Ordinance No. 22-736 to modify the authorized strength of the departments.

Type of Document: Ordinance No.

Finance Information: NA

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA

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

Additional Comments:

NA

ORDINANCE NO. 23-_____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Budget Ordinance No. 22-736, adopted and approved on September 22, 2022, is hereby amended for change in the authorized strength of the department, as follows:

Section 1. The staffing level is hereby increased within Administration by one (1) Special Events Permitting Officer position, grade 16.

Section 2. The staffing level is hereby decreased within Administration by one (1) Parking Operations and Special Events Coordinator position, grade 15.

Section 3. The staffing level is hereby increased within ITS by one (1) Imaging/Records Support Technician position, grade 10.

Section 4. The staffing level is hereby decreased within ITS by one (1) Imaging/Records Clerk position, grade 8.

Section 5. The staffing level is hereby increased within Finance by one (1) Deputy Director of Finance position, grade 21.

Section 6. The staffing level is hereby increased within Finance by two (2) General Ledger Financial Manager position, grade 19.

Section 7. The staffing level is hereby increased within Finance by one (1) Revenue Officer Supervisor position, grade 17.

Section 8. The staffing level is hereby increased within Finance by four (4) Revenue Analyst positions, grade 15.

Section 9. The staffing level is hereby increased within Finance by one (1) Revenue Officer position, grade 15.

Section 10. The staffing level is hereby increased within Finance by four (4) Revenue Clerk positions, grade 12.

Section 11. In all other respects, Ordinance No. 22-736, as amended, shall remain in full force and effect.

ADOPTED this the 23rd day of February, 2023.

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

ORDINANCE NO. 23-_____

APPROVED this the 23rd day of February, 2023.

_____
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:** 3/9/2023 **File ID:** 2022-1314

Department: Planning

Subject: **Type of Action:** Introduction

Introduction of an ordinance annexing 3.44 acres of land lying on the north side of US Hwy 72 W and east of Old Railroad Bed Road.

Type of Document: Ordinance No.

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: March 15, 2023

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a

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

Additional Comments:

none

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/23/2023 **File ID:** TMP-2602

Department: Planning

Subject: **Type of Action:** Introduction

Introduction of an ordinance annexing 3.44 acres of land lying on the north side of US Hwy 72 W and east of Old Railroad Bed Road.

Type of Document: Ordinance No.

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: March 15, 2023

Finance Information:

Account Number: n/a

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location:

Address: n/a

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

Additional Comments:

none

ORDINANCE NO. 23-

WHEREAS, Copper Line Properties I, LLC by Harvey F. Cutter, John H. Cutter, and Stephen M. Cutter, as its Managing Members, being the owners, as the term is defined by Section 11-42-20, Code of Alabama 1975, of all the property or territory hereinafter particularly described (which property or territory is hereinafter referred to as "the Property"), filed with the City Clerk-Treasurer of the City of Huntsville, Alabama, a signed and written petition requesting that the Property be annexed to the City of Huntsville, Alabama, which petition is on file with the City Clerk-Treasurer of the City of Huntsville, Alabama; and

WHEREAS, said petition contained the signatures of the owners of the Property, and filed together with said petition was a map showing the relationship of the Property to the corporate limits of the City of Huntsville, Alabama, which map is attached hereto and incorporated herein by reference; and

WHEREAS, the Property is contiguous to the present city limits of the City of Huntsville, Alabama, and the Property does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Huntsville, Alabama, has determined that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and has further determined that all legal requirements for annexing the Property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

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

1. That the City Council of the City of Huntsville, Alabama hereby finds that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and assents to the annexation of the Property to the City of Huntsville, Alabama;

2. That the corporate limits of the City of Huntsville, Alabama, be, and the same are hereby extended and rearranged so as to embrace and include the Property, which is particularly described as follows:

> All that part of Section 30, Township 3 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama more particularly described as beginning at a point located at the southwest corner of said Section 30; thence North 1 Degrees 17 Minutes 43 Seconds East 1,810.04 feet to a point; said point is further described as the Point of True Beginning; thence North 1 Degrees 5 Minutes 28 Seconds East 273.49 feet to a point; thence South 88 Degrees 20 Minutes 24 Seconds East 411.02 feet to a point; thence South 1 Degrees 54 Minutes 50 Seconds West 296.37 feet to a point; thence South 1 Degrees 26 Minutes 16 Seconds West 213.46 feet to a point; thence North 86 Degrees 15 Minutes 33 Seconds West 152.84 feet to a point; thence North 1 Degrees 15 Minutes 1 Seconds East 213.14 feet to a point; thence North 84 Degrees 21 Minutes 14 Seconds West 254.17 feet to the Point of True Beginning and containing 3.44 acres more or less.

3. That this ordinance shall be published as provided by law, and become effective upon its publication as required by law.

4. That the Mayor and City Clerk-Treasurer of the City of Huntsville, Alabama, are hereby authorized, requested, and directed for and on behalf of the governing body of the City to file a description of the property or territory herein annexed in the Office of the Judge of Probate of Madison County, Alabama.

ADOPTED this the _____ day of _____, 2023.

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

APPROVED this the _____ day of _____, 2023.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

PETITION FOR ANNEXATION TO THE CITY OF HUNTSVILLE, ALABAMA, PURSUANT TO SECTIONS 11-42-20 THROUGH 11-42-24 INCLUSIVE, CODE OF ALA. 1975 (AS AMENDED)

TO: The City Clerk-Treasurer of the City of Huntsville, Alabama, and the City Council of the City of Huntsville, Alabama

FROM: Copper Line Properties I, LLC by Harvey F. Cutter, John H. Cutter, and Stephen M. Cutter, as its Managing Members (hereinafter referred to as "the petitioners")

A. The Petitioners do hereby sign and file with the City Clerk-Treasurer of the City of Huntsville, Alabama, this written petition requesting that the real property or territory hereinafter described, which real property or territory is hereinafter referred to as "the Property", be annexed to the City of Huntsville, Alabama, under the authority of and pursuant to Sections 11-42-20 through 11-42-24 of the Code of Alabama 1975; and in support thereof do hereby certify as follows:

1. That the Petitioners are the owners of the Property, as the term "owner" is defined by Section 11-42-20, Code of Alabama 1975.

2. That the Property is situated in **Madison County, Alabama**, and is accurately described on the attached Exhibit "A", which exhibit is incorporated herein by reference.

3. That the Petitioners have the right and authority to make and file this petition for annexation.

4. That the Property is contiguous to the existing corporate limits of the City of Huntsville, Alabama.

5. That the Property does not lie within the corporate limits or police jurisdiction of any other municipality.

6. That the Petitioners have attached hereto as Exhibit "B", which exhibit is incorporated herein by reference, and filed herewith a map of the Property showing its relationship to the corporate limits of the City of Huntsville, Alabama, which said map is further identified as being entitled "Copper Line Property to be Annexed."

B. This petition may be signed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same petition.

THE FOREGOING CONSIDERED, we, the Petitioners hereby petition and request that the City Council of the City of Huntsville, Alabama, adopt an ordinance assenting to the annexation of the Property to the City of Huntsville, Alabama, all in accordance with the statutes herein provided.

IN WITNESS WHEREOF, we, the undersigned Petitioners have hereunto subscribed our names as of the 17 day of FEB, 2023.

PETITIONERS:
Copper Line Properties I, LLC

Signature: _____
Harvey F. Cutter

Signature: _____
John H. Cutter

Signature: _____
Stephen M. Cutter

As its: Managing Members

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Harvey F. Cutter, whose name is signed to the foregoing annexation petition and who are known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 17th day of February, 2023.

_____ (SEAL)
NOTARY PUBLIC

Expiration Date: July 21, 2026

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John H. Cutter, whose name is signed to the foregoing annexation petition and who are known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 17th day of February, 2023.

NOTARY PUBLIC (SEAL)

Expiration Date: July 21, 2026

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stephen M. Cutter, whose name is signed to the foregoing annexation petition and who are known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 17th day of February, 2023.

NOTARY PUBLIC (SEAL)

Expiration Date: July 21, 2026

Exhibit “A”
(Legal Description of the Property)

All that part of Section 30, Township 3 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama more particularly described as beginning at a point located at the southwest corner of said Section 30; thence North 1 Degrees 17 Minutes 43 Seconds East 1,810.04 feet to a point; said point is further described as the Point of True Beginning; thence North 1 Degrees 5 Minutes 28 Seconds East 273.49 feet to a point; thence South 88 Degrees 20 Minutes 24 Seconds East 411.02 feet to a point; thence South 1 Degrees 54 Minutes 50 Seconds West 296.37 feet to a point; thence South 1 Degrees 26 Minutes 16 Seconds West 213.46 feet to a point; thence North 86 Degrees 15 Minutes 33 Seconds West 152.84 feet to a point; thence North 1 Degrees 15 Minutes 1 Seconds East 213.14 feet to a point; thence North 84 Degrees 21 Minutes 14 Seconds West 254.17 feet to the Point of True Beginning and containing 3.44 acres more or less.

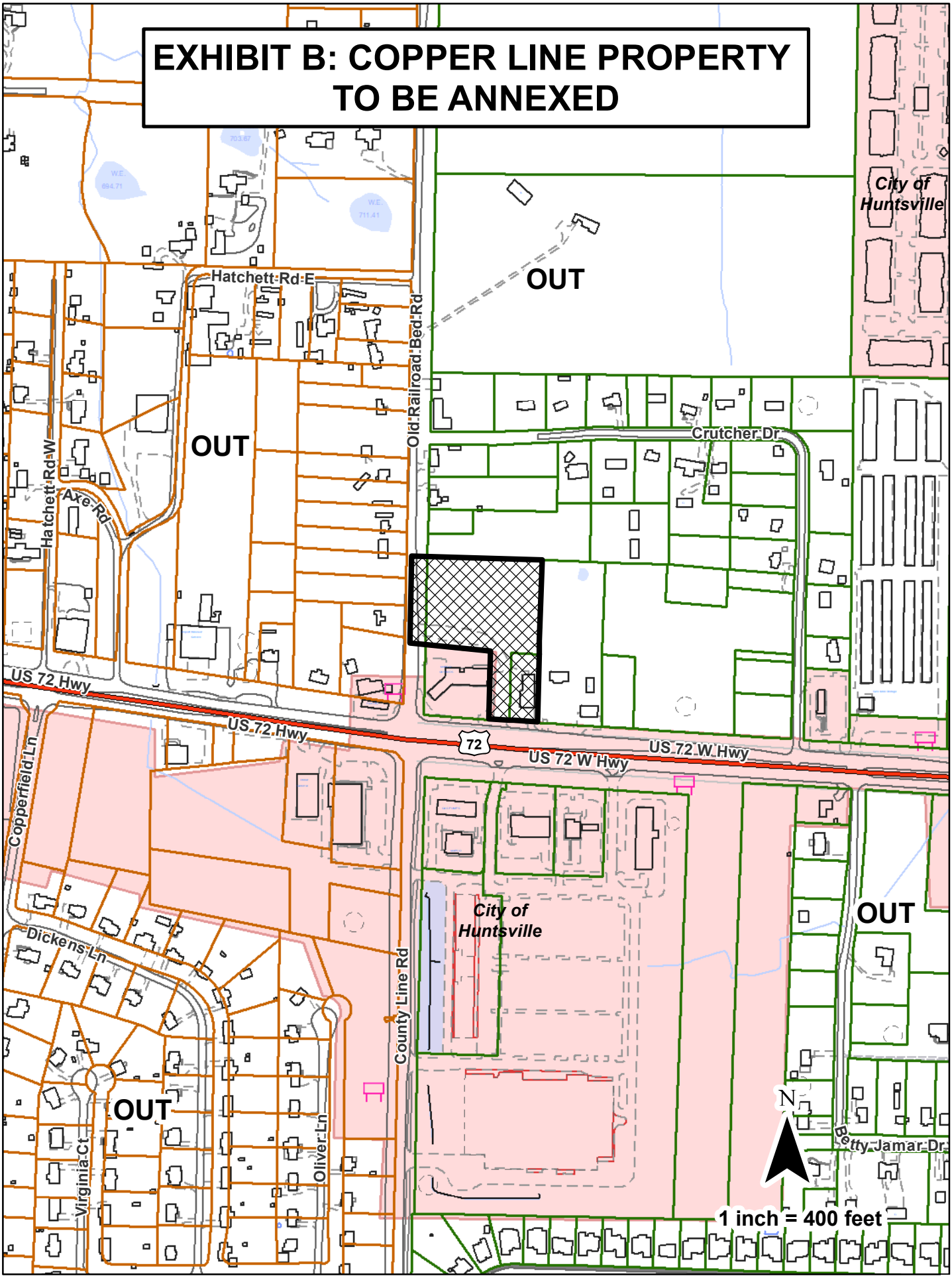
EXHIBIT B: COPPER LINE PROPERTY TO BE ANNEXED
City of Huntsville
OUT
Hatchett Rd E
Old Railroad Bed Rd
OUT
Crutcher Dr
Hatchett Rd W
Axe Rd
US 72 Hwy
US 72 Hwy
72
US 72 W Hwy
US 72 W Hwy
Copperfield Ln
City of Huntsville
OUT
Dickens Ln
County Line Rd
OUT
Virginia Ct
Oliver Ln
N
Betty Jamar Dr
1 inch = 400 feet

ANNEXATION SUMMARY: COPPER LINE

February 8, 2023

PETITIONER:	Copper Line Properties I, LLC by Harvey F. Cutter, John H. Cutter, and Stephen M. Cutter, as its Managing Members
LOCATION:	On the north side of US Hwy 72 W and east of Old Railroad Bed Rd. Township 3 South, Range 2 West, Section 30 8876 Hwy 72 W, Madison, AL 35758
ACREAGE:	3.44 acres
REASON FOR REQUEST:	City Services

ANNEXATION GUIDELINES: Copper Line

1. Annexations that would fill in or make more regular the existing corporate limits should be strongly encouraged.

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

2. The remaining tax islands should be annexed when ownership changes and redevelopment occurs….

NOT A TAX ISLAND

3. Annexations of land in subdivisions….

NOT PART OF A SUBDIVISION

4. Corridors are discouraged….

NOT A CORRIDOR

5. Point-to-point annexations should be discouraged….

NOT A POINT-TO-POINT CONNECTION

6. Owners living on land expected to be annexed within the ninety-day period preceding a municipal election….

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

7. Land which is known to be contaminated should not be annexed until such danger has been mitigated.

NO KNOWN CONTAMINATION

8. The annexation of land that would contribute to the city's economic development through an increase in taxes….

COMMERCIAL LAND

9. The city should require petitions for annexation referenda to satisfy additional conditions….

NOT A REFERENDA

10. City planners will explain to all annexation petitioners the policies under which services are provided.

POLICY STATEMENT SIGNED BY OWNERS; COPY ATTACHED

STATEMENT REGARDING
PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * * * * * * *

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner Mary Smith **Date** 2/17/23

Petitioner _____ **Date** _____

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PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

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Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * * * * * * *

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner John M Watt **Date** 2/17/23

Petitioner _____ **Date** _____

STATEMENT REGARDING
PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

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Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * * * * * * *

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner _____ **Date** 2/7/23

Petitioner _____ **Date** _____

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2022-1316

Department: Administration

Subject: **Type of Action:** Introduction

Introduction of an Ordinance amending the Code of Ordinances of the City of Huntsville, Chapter 2, Administration, Article VII, Departments, Department Heads and Other Appointed Officers.

Type of Document: Ordinance No.

Finance Information: N/A

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments: This ordinance provides for the repeal of various outdated ordinances related to the Clerk-Treasurer and Finance Departments. It then creates the Office of the Clerk and Finance Departments. It further updates the duties of the Clerk and Finance Director.

ORDINANCE NO: 23-155

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

Section 1. The following ordinances are hereby repealed:

(a) **Ordinance No. 89-80**, Section 2-55, adopted February 24, 1989; amended by **Ordinance No. 92-647**, adopted November 18, 1992; amended by **Ordinance No. 93-413**, adopted June 24, 1993; amended by **Ordinance No. 93-630**, adopted September 30, 1993; amended by **Ordinance No. 93-793**, adopted December 9, 1993; amended by **Ordinance No. 93-847**, adopted January 27, 1994; and **Ordinance No. 97-608**, adopted August 28, 1997.

(b) **Ordinance No. 89-80**, Section 2-56, adopted February 24, 1989; amended by **Ordinance No. 92-642**, adopted November 24, 1992; amended by **Ordinance No. 93-418**, adopted June 24, 1993, which was repealed by **Ordinance No. 93-625,** adopted September 30, 1993, and by **Ordinance No. 93-718,** adopted December 9, 1993.

(c) **Ordinance No. 93-625**, adopted September 30, 1993.

(d) **Ordinance No. 93-718**, adopted December 9, 1993, which was repealed by **Ordinance No. 96-834.**

(e) **Ordinance No. 93-626**, adopted September 30, 1993; amended by **Ordinance No. 93-790**, adopted December 9, 1993; amended by **Ordinance No. 96-841**, adopted October 28, 1996.

Section 2. The consolidated position of city clerk-treasurer is abolished and separate positions for city clerk and city treasurer are established. Furthermore, the position of city auditor is created and consolidated with city treasurer. The combined treasurer-auditor is designated as the director of finance. All references to the treasurer and auditor shall mean and refer to the director of finance.

Section 3. Section 2-291 of Article VII *Departments, Department Heads and Other Appointed Officers of* Chapter 2 *Administration* of the Code of Ordinances of the City of Huntsville, Alabama (hereinafter referred to as "City Code") is hereby renamed and amended in its entirety to read as follows:

Sec. 2-291. Departments of the city established.

(a) The municipal government of the city shall be divided into departments, which may be further sub-divided into divisions, in order to provide for the orderly and efficient administration of budgeting, equipping, and manning systems of the city. Each department shall be assigned missions and duties critical to the effective delivery of municipal public services.

(b) The departments of the city shall be as follows:

(1) Administration Department
(2) Office of the City Council
(3) Office of the City Clerk

(4) Finance Department
(5) General Services Department
(6) Human Resources Department
(7) Information Technology Services Department
(8) Office of the City Attorney
(9) Parks and Recreation Department
(10) Huntsville Police Department
(11) Huntsville Fire and Rescue Department
(12) Municipal Court
(13) Huntsville Animal Services Department
(14) Cemetery Department
(15) Landscape Management Department
(16) Department of Parking and Public Transit
(17) Public Works Department
(18) Community Development Department
(19) City Engineering Department
(20) Inspections Department
(21) Natural Resources Department
(22) Planning Department
(23) Traffic Engineering Department
(24) Water Pollution Control Department

Section 4. Secs. 2-292, 2-301, 2-302, 2-303, 2-304, 2-321, 2-322, 2-323, and 2-324 of Article VII of Chapter 2 of the City Code are hereby deleted in their entirety.

Section 5. Division 2 of Article VII of Chapter 2 of the City Code is hereby renamed *Administration Department* and Secs. 2-322 – 2-352 shall be reserved for future use.

Section 6. Division 3 of Article VII of Chapter 2 of the City Code is hereby renamed *Office of City Council* and Secs. 2-353 – 2-383 shall be reserved for future use.

Section 7. Division 4 of Article VII of Chapter 2 of the City Code is hereby created and shall read in its entirety as follows:

DIVISION 4. OFFICE OF THE CITY CLERK

Sec. 2-384. Office of city clerk established; term of office; bond.

(a) The office of the city clerk is hereby created. The office of city clerk shall be under the general supervision and control of the city clerk, who may also be referred to as the clerk. The city clerk shall be a department head of the city and shall be appointed by the mayor subject to the approval of the city council as provided by law.

(b) The city clerk shall hold office for the term of the mayor making the appointment and until a successor is appointed and qualified. The city clerk shall be under the general supervision and control of the mayor, who establishes the qualifications of the position, and shall

administer the department in accordance with city policies and procedures and the laws of the State of Alabama.

(c) For the faithful discharge of the duties of his office, the city clerk shall make bond with surety approved by the mayor in such sum as the city council may prescribe, the premium of which shall be paid by the city. Where the duties of the clerk are being performed in the clerk's absence, the person performing those duties shall be bonded.

Sec. 2-385. Duties of the clerk.

The city clerk shall, acting directly or through subordinates or designees, exercise the powers now or hereafter conferred and discharge the duties now or hereafter imposed upon the office by the laws of the state, except as hereinafter provided, and the ordinances and resolutions of the city. Such powers and duties of the clerk include, but are not necessarily limited to, each of the following:

(1) *Department head.* The city clerk shall be the department head of the office of the city clerk. As department head, the city clerk shall plan, assign and supervise the work of all personnel of his department through subordinate supervisors or directly. The clerk prepares the annual budget for his department. The clerk shall act as liaison between his office and private citizens, organizations, and businesses; city officials, officers, department heads, departments, boards, commissions and agencies; and other governmental entities and public agencies. Work is reviewed through audits, periodic reports, and program evaluations.

(2) *Assistance to mayor.* In matters related to his office and, more broadly, the operations of the city through its various departments, the clerk shall serve as an executive director of the city, directly assisting and advising the mayor in management of the city. He shall prepare special reports and attend special meetings as may be required by the mayor. The clerk shall assist and collaborate with the mayor in the development, implementation, and furtherance of city goals, plans, and policies.

(3) *City council duties.* The clerk shall provide support and assistance to the city council in the organization, submission, and preparation of its agendas. The clerk shall attend the meetings of the city council and keep a record of its proceedings and minutes and shall oversee the preparation of the minutes. He shall have the custody of the rules, ordinances, and resolutions of the city council and shall keep a record of them when adopted by the city council. The city clerk shall be available to councilmembers to respond to requests for information or questions related to matters under the general control of the city clerk which are pertinent to the performance of the councilmember's duties. In matters related to his office, the clerk shall prepare special reports and attend special meetings as may be required by the city council.

(4) *Elections.* The clerk shall coordinate, manage, and supervise the conduct of municipal elections; receive and file election statements as required by law; direct and supervise election personnel and ensure compliance with federal, state, and local laws and

regulations. The clerk shall serve as absentee election manager in the conduct of municipal elections in accordance with applicable state law.

(5) *Custodian of seal and records; maintenance of records.* The clerk shall have the custody of the city seal and impress the seal upon all papers and documents where the seal of the city must appear. Unless otherwise provided by applicable law, the clerk shall be the custodian of the city's records and documents and shall attest or certify to their authenticity as appropriate. The city clerk shall maintain an appropriate system to ensure the proper filing, indexing, maintenance, storage, and disposal of city records and documents in accordance with applicable law.

(6) *Publication; recordation.* The clerk shall oversee the publication and postings of all official notices, ordinances, advertisements, and related matters, and shall record in the probate records legal documents, as appropriate.

(7) *Attesting documents.* The clerk is responsible for attesting city documents, or the execution thereof, where such formality is required or authorized.

(8) *Print office; mail.* The clerk shall direct the receipt and distribution of external and internal mail and directs the city's printing and supply office.

(9) *Dissemination of information; communication.* The clerk shall prepare and disseminate information to the public relative to public notices and other city ordinances.

(10) *Budgeting and debt assistance.* The clerk, as appropriate or as requested by the finance director, shall assist with the preparation of the annual budget, sales of warrants, bonds and other evidences of indebtedness (hereinafter referred to in this division as "debt"), and preparation of debt packages, and similar matters.

(11) *Additional duties.* The clerk, in addition to the enumerated duties, shall perform related work as required, and shall perform any and all duties that may be required of him by ordinance or resolution. The position classification specification developed and implemented through the department of human resources may provide for such marginal duties as may be required for the position consistent with the duties set forth herein.

Sec. 2-386. Absence of clerk; assumption of powers and duties.

Whenever the clerk shall be absent from his office or shall be unable to discharge the powers and duties of his office, the records maintenance supervisor shall immediately assume the powers and duties of the office as acting city clerk during such time, or, if at the direction of the mayor, the city administrator, or his designee, shall immediately assume the powers and duties of the office as acting clerk during such time.

Secs. 2-387 – 2-414. - Reserved

Section 8. Division 5 of Article VII of Chapter 2 of the City Code is hereby created and shall read in its entirety as follows:

DIVISION 5. FINANCE DEPARTMENT

Sec. 2-415. Finance Department established; term of office; bond.

(a) The finance department is hereby created. The department of finance shall be under the general supervision and control of the director of finance. The positions of city treasurer and city auditor are established and consolidated, including all duties, responsibilities, and authorities as prescribed to those positions by state code. The city treasurer-auditor shall be designated as the director of finance. The director of finance, who may also be referred to as finance director, shall be a department head of the city and shall be appointed by the mayor subject to the approval of the city council as provided by law.

(b) The finance department shall be comprised of the divisions, employees, units, and functions that are under the general supervision, management, and control of the director of finance who shall plan, organize, and direct the activities and develop and implement the policies and procedures of the finance department and its divisions.

(c) The finance director shall hold office for the term of the mayor making the appointment and until a successor is appointed and qualified. The finance director shall be under the general supervision and control of the mayor, who establishes the qualifications of the position, and shall administer the department in accordance with city policies and procedures, generally accepted accounting principles, and the laws of the State of Alabama.

(d) For the faithful discharge of the duties of his office and the safe custody of municipal funds, the finance director shall make bond with surety approved by the mayor in such sum as the city council may prescribe, the premium of which shall be paid by the city. Where the duties of the finance director are being performed in the finance director's absence, the person performing those duties shall be bonded.

Sec. 2-416. Finance director duties.

The director of finance, acting directly or through subordinates or designees, shall exercise the powers now or hereafter conferred and discharge the duties now or hereafter imposed upon the office by the laws of the state and the ordinances and resolutions of the city. Except for those duties or powers conferred or delegated by state law or city ordinance or resolution upon some other official, officer or employee of the city, the director of finance shall have charge of the administration of the financial affairs of the city. The powers and duties of the finance director include, but are not necessarily limited to, each of the following:

(1) *Department head.* The director of finance shall be the department head of the finance department. As department head, the finance director shall plan, assign, and supervise the work of all personnel of his department through subordinate supervisors or directly. The finance director prepares the annual budget for his department. The finance director shall act as liaison between his office and private citizens, organizations, and businesses; city officials, officers, department heads, departments, boards, commissions and agencies; and other governmental entities and public agencies. Work is reviewed through audits, periodic reports, and program evaluations.

(2) *Assistance to mayor.* In matters related to his office and, more broadly, the operations of the city through its various departments, the finance director shall serve as an executive director of the city, directly assisting and advising the mayor in management of the city. He shall prepare special reports and attend special meetings as may be required by the mayor. The finance director shall assist and collaborate with the mayor in the development, implementation, and furtherance of city goals, plans, and policies.

(3) *City council duties.* The finance director shall be available to councilmembers to respond to requests for information or questions related to matters under the general control of the finance director which are pertinent to the performance of the councilmember's duties. In matters related to his department, the finance director shall prepare special reports and attend special meetings as may be required by the city council.

(4) *City Auditor duties.*

a. *Auditing; claims and demands; issuance of warrants.* The finance director shall submit all claims, requisitions, and demands against the city to the city council at its next regular meeting for its approval, unless already provided for by ordinance or resolution, and upon its being approved by the city council and the passage of ordinances carrying it into effect when necessary, said finance director shall issue warrant on the city treasury for the amount of such claim, requisition, or demand. Before issuing any warrant, the finance director shall audit the claim, certify to its correctness, and keep a record thereof, which record shall also show to what department or departments it is chargeable.

b. *Books and accounts.* The finance director shall keep a convenient set of books in which there shall be kept a separate account with each collecting officer of the city. He shall keep a separate account with each department for which a separate appropriation shall have been made, crediting the amount of the appropriation and charging warrants drawn against the same. He shall keep such other accounts as may be necessary to show the financial condition of the city and of each department thereof at all times. He shall not allow the amount appropriated for any item of expense to be drawn on for any other purpose. He shall not allow any warrant to be drawn unless sufficient funds actually be in the treasury to the credit of the fund upon which such warrant is drawn unless specifically authorized by an ordinance.

c. *Internal audits.* With approval of the mayor, the finance director shall inspect and audit any accounts or records of financial transactions which may be maintained in any office, department or agency of the city government apart from or subsidiary to the accounts kept in his office. In addition, the finance director is responsible for managing the annual audit contract and coordinating the timely completion of the city's annual independent audit and development of an

effective plan for the resolution of any internal control weaknesses or deficiencies identified in the annual audit report.

(5) *Custodian of funds; warrants; records and reports, interest on warrants.*

a. The finance director shall be the custodian of the funds of the city, keeping an accurate record of the funds of the several departments, and shall keep books showing accurately the financial condition of the city.

b. (i) The finance director shall pay out money only upon warrants drawn by the officers authorized by applicable law to draw warrants upon the treasury, and when paid shall keep safely the warrants so drawn. Such warrants shall be drawn by the finance director on the city treasury the warrants showing to what department the same is to be charged, and the city council may authorize the finance director to draw such warrants on the city treasury, or one of the city depositories, without the approval of the mayor; except, that in all instances the approval of the mayor shall have first been inscribed upon the voucher for the payment of which such warrant is drawn. No warrant shall be drawn except by authority of law or ordinance.

(ii) Notwithstanding any provision of this Code to the contrary, whenever the payment of city funds is required or authorized by warrant drawn upon the city treasury approved, or the invoice thereof approved, by the mayor, such payment instead may, where authorized by law, be made by electronic funds transfer or by a check drawn upon the appropriate city depository, which check shall be signed by the mayor and countersigned by the finance director.

(iii) All authorized payments made by electronic funds transfers shall be under the supervision and control of the finance director and such payments shall be coordinated and submitted through the finance department and in accordance with all applicable laws. The finance director is responsible to ensure that such payments are initiated, executed, and approved in a secure manner, and in accordance with all applicable laws, and may establish policies and procedures relative thereto.

c. No expenditure shall be allowed unless the same shall have been duly authorized in accordance with the financial policies of the city.

d. The finance director shall keep a record of all warrants presented for payment which are unpaid for want of funds and shall pay them when funds are available in the order of their presentation.

e. The finance director shall make report as required by state law and the city council of the financial condition of the account of each department authorized to draw on the city treasury and shall make a quarterly statement, under oath, of the financial condition of the city to the city council.

f. If no interest is stipulated to be paid on warrants drawn upon the city treasury and not paid for want of funds, then the legal rate shall be allowed from the time of presentation, which time shall be endorsed by the finance director on the warrant with his signature, but no interest shall be paid on such warrants after notice has been posted in the office of the finance director or in the office of the mayor that such warrants will be paid on demand.

(6) *Tax administration; licenses.* The finance director shall be the city's tax administrator and shall oversee the administration and enforcement, including auditing, assessment, and collection, of the city's tax laws in accordance with applicable state and city laws, including chapter 15 of this Code. The finance director shall issue city business licenses and shall have general supervision and control over the city's licensing division, which includes the administration and enforcement of business licenses and related regulatory matters associated therewith, including alcoholic beverage licensure, bingo operations, vehicles for hire, and residential solicitation.

(7) *Collection of monies.* The finance director shall collect all special assessments, license fees and other revenues of the city for whose collection the city is responsible and receive all money receivable by the city from the county, state, or federal government, or from any court, or from any office, department or agency of the city.

(8) *Financial policies and programs.* The finance director shall, in accordance with and pursuant to applicable law, including chapter 2, article IV of this Code, administer the financial policies and programs of the city including, but not necessarily limited to, the investment of city funds, budgeting and financial management, debt management, and procurement and contract administration.

(9) *Debt.* Unless otherwise provided for by applicable law, the finance director shall have supervision over the preparation of all materials involved with the issuance of warrants, bonds and other evidences of indebtedness (hereinafter referred to in this division as "debt"), including without limitation resolutions, ordinances, debt instruments, requests for proposals by financial institutions for loans to be evidenced by debt instruments, advertisements for sale of debt, amortization schedules for debt, preparation of debt prospectuses, conduct of sale of debt, and delivery of debt instruments, compliance with federal tax regulations as respects debt the interest on which is exempt from federal income taxation, and all similar matters, all subject to provisions of law and municipal ordinances, applicable thereto.

(10) *Payroll.* The finance director shall prepare and execute the city's payroll and related processes.

(11) *Financial accounting, reporting and record-keeping.* Except for those duties conferred on or delegated or assigned to other city officers or employees by applicable law, the finance director shall perform, or oversee and supervise the performance of, the financial accounting, reporting, and record-keeping activities of the city, including, but not

necessarily limited to, the day-to-day management of accounts payable and general ledger activities; and the timely and accurate preparation of all monthly, quarterly, and annual financial statements, schedules, and reports, including the Annual Comprehensive Financial Report.

(12) *Inventory and tracking of city property; listing evaluation of property.* The finance director shall prepare and keep on file an up-to-date inventory of, and shall track, all the capital assets of the city. In securing such inventory and tracking, the director of finance shall have the right to call upon any officer, agent, or employee of the city for any desired information at the discretion of the mayor. The inventory shall also show the approximate value of each asset.

(13) *Grant management.* Unless expressly delegated or assigned to other city officers or employees, the finance director is responsible for the oversight and administration of grant-related financial activity for the city, including proper budgeting and accounting for grants, tracking and reporting of grant activity, reviewing of financial reports generated by recipient departments, identifying and investigating issues that might arise with respect to the management of grants, assisting with grant submittals, establishing financial policies and procedure for grant management, and meeting the requirements under federal law of non-federal entities expending Federal awards (Single Audit).

(14) *Moneys to be paid over.* The finance director shall receive from the officers, employees, and agents of the city all money belonging to the city received or collected by them. The finance director shall deposit all money so received in authorized depositories.

(15) *Public depository; liability for loss.* Pursuant to Chapter 14A of Title 41 of the Code of Ala. 1975, are depositories where the finance director shall deposit public money, with interest being paid thereon and security given therefor by the depository. As to deposits made under the authority of an ordinance of the council, neither the finance director nor his bondsmen if the finance director has exercised due care shall be further liable for any loss occasioned thereby.

(16) *Additional duties.* The finance director, in addition to the enumerated duties, shall perform related work as required, and shall perform any and all duties that may be required of him by ordinance or resolution. The position classification specification developed and implemented through the department of human resources may provide for such marginal duties as may be required for the position consistent with the duties set forth herein.

Sec. 2-417. Absence of finance director; assumption of powers and duties.

Whenever the finance director shall be absent from his office or shall be unable to discharge the powers and duties of his office, the deputy finance director shall immediately assume the powers and duties of the office as acting finance director during such time, or, if at the direction of the

mayor, the city administrator, or his designee, shall immediately assume the powers and duties of the office as acting finance director during such time.

Secs. 2-418 – 2-455. - Reserved

Section 9. Article VII of Chapter 2 of the City Code is hereby amended to add the following divisions:

Division 6 *General Services Department* of Article VII is hereby created and Secs. 2-2-456 – 2-496 shall be reserved for future use.

Division 7 *Human Resources Department* of Article VII is hereby created and Secs. 2-2-497 – 2-527 shall be reserved for future use.

Division 8 *Information Technology Services Department* of Article VII is hereby created and Secs. 2-528 – 2-558 shall be reserved for future use.

Division 9 *Office of the City Attorney* of Article VII is hereby created and Secs. 2-559 – 2-589 shall be reserved for future use.

Division 10 *Parks and Recreation Department* of Article VII is hereby created and Secs. 2-590 – 2-620 shall be reserved for future use.

Division 11 *Huntsville Police Department* of Article VII is hereby created and Secs. 2-621 – 2-651 shall be reserved for future use.

Division 12 *Huntsville Fire and Rescue Department* of Article VII is hereby created and Secs. 2-652 – 2-685 shall be reserved for future use.

Division 13 *Municipal Court* of Article VII is hereby created and Secs. 2-686 – 2-725 shall be reserved for future use.

Division 14 *Huntsville Animal Services Department* of Article VII is hereby created and Secs. 2-726 – 2-756 shall be reserved for future use.

Division 15 *Cemetery Department* of Article VII is hereby created and Secs. 2-757 – 2-787 shall be reserved for future use.

Division 16 *Landscape Management Department* of Article VII is hereby created and Secs. 2-788 – 2-818 shall be reserved for future use.

Division 17 *Department of Parking and Public Transit* Article VII is hereby created and Secs. 2-819 – 2-850 shall be reserved for future use.

Division 18 *Public Works Department* Article VII is hereby created and Secs. 2-851 – 2-890 shall be reserved for future use.

Division 19 *Community Development Department* Article VII is hereby created and Secs. 2-891 – 2-921 shall be reserved for future use.

Division 20 *City Engineering Department* Article VII is hereby created and Secs. 2-922 – 2-952 shall be reserved for future use.

Division 21 *Inspections Department* Article VII is hereby created and Secs. 2-953 – 2-983 shall be reserved for future use.

Division 22 *Natural Resources Department* Article VII is hereby created and Secs. 2-984 – 2-1014 shall be reserved for future use

Division 23 *Planning Department* Article VII is hereby created and Secs. 2-1015 – 2-1055 shall be reserved for future use.

Division 24 *Traffic Engineering Department* Article VII is hereby created and Secs. 2-1056 – 2-1090 shall be reserved for future use.

Division 25 *Water Pollution Control Department* Article VII is hereby created and Secs. 2-1091 – 2-1290 shall be reserved for future use.

Section 10. 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 11. This Ordinance shall become effective upon its adoption and publication.

ADOPTED this the 9th day of March, 2023.

_____

President of the City Council of

the City of Huntsville, Alabama

APPROVED this the 9th day of March, 2023.

_____

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:** 3/9/2023 **File ID:** 2023-020

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing travel expenses

Type of Document: Resolution No.

Finance Information:

Account Number: Varies

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2638

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing travel expenses

Type of Document: Resolution No.

Finance Information:

Account Number: Varies

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

RESOLUTION NO. 23 - _____

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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-021

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the acceptance of donations.

Type of Document: Resolution No.

Finance Information:

Account Number: See comments below.

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

$650.00 - Donations for Parks and Recreation department from:

$325.00-Second Chance Deliverance & Restoration Ministries
$325.00-Hinton Ministries

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2639

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the acceptance of donations.

Type of Document: Resolution No.

Finance Information:

Account Number: See comments below.

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

$650.00 - Donations for Parks and Recreation department from:

$325.00-Second Chance Deliverance & Restoration Ministries
$325.00-Hinton Ministries

RESOLUTION NO. 23 - _____

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

Donations for Richard Showers' Recreation Center in the total amount of $650.00 for Parks & Recreation department from:

$325.00-Second Chance Deliverance & Restoration Ministries
$325.00-Hinton Ministries

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

ADOPTED this the 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
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:** 3/9/2023 **File ID:** 2023-022

Department: Finance

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

Resolution authorizing a portion of the proceeds of certain future borrowings to reimburse the 1990 Capital Projects Fund of the City for expenditures incurred prior to borrowing issuance.

Type of Document: Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2660

Department: Finance

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

Resolution authorizing a portion of the proceeds of certain future borrowings to reimburse the 1990 Capital Projects Fund of the City for expenditures incurred prior to borrowing issuance.

Type of Document: Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

RESOLUTION NO. 23____

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

Section 1. Findings. The Council hereby finds that the following facts are true and correct:

(a) It is necessary, desirable, and in the public interest that the City finance the costs of acquiring land and other real property (collectively, the "Real Property") and designing, developing, constructing, acquiring, installing, and equipping various public capital improvements in the City including, without imitation (i) expansion and renovations of various City buildings and facilities, (ii) the acquisition of real property for public safety and other City purposes, (iii) development of public park and public space improvements, and (iv) public roadway, parking, utility and other public infrastructure improvements (collectively with the Real Property, the "2023 Public Improvements") and

(b) It is expected that the City will issue one or more series of tax-exempt general obligation warrants (collectively, the "Warrants"), expected to aggregate not more than approximately $60,000,000 in principal amount, to pay the costs of the 2023 Public Improvements and

(c) The City expects to incur certain costs to be paid out of its 1990 Capital Fund (the City fund that provides for payment of certain long-term improvements in the City) in connection with the acquisition, design, development, construction, installation, and equipping of the 2023 Public Improvements prior to the issuance of the Warrants, and it is intended that the City allocate proceeds of the Warrants to reimburse the City for certain of the costs incurred in connection with acquiring, designing, developing, constructing, installing and equipping the 2023 Public Improvements paid prior to the issuance of the Warrants.

Section 2. **Designation**. The City does hereby declare the intention that there be allocated a portion of the proceeds of the Warrants to reimburse the City for expenditures incurred after the date that is no more than sixty (60) days prior to the date of the adoption of this resolution, but prior to the issuance of the Warrants, in connection with the acquisition, design, development, construction, installation and equipping of the 2022 Sewer System Improvements. This resolution is being adopted pursuant to the requirements of the Internal Revenue Code of 1986, as amended, and Treasury Regulations Section 1.150-2(e) promulgated thereunder.

ADOPTED this the 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

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:** 3/9/2023 **File ID:** 2023-023

Department: Finance

Subject: **Type of Action:** Unanimous Consent

Ordinance amending Budget Ordinance No. 22-736, by changing appropriated funding for various departments and funds.

Ordinance No.

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

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

Finance Information:

Account Number: See comments below.

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: **(list below)**

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
$480,656.42 - Increase the Finance department personnel appropriation and decrease the Clerk Treasurer department personnel for the change in authorized strength per Resolution 23-106 adopted on February 9, 2023.

$1,290,000.00 - Authorize the Huntsville/Madison County Convention and Visitors Bureau to commit funds in

excess of $100,000.00 in accordance with Ordinance No. 13-915 (2013 Lodgings Tax Advisory Committee) for support of the following events:

- $145,000.00 ($70K year one/$75K year two) for the 2024 and 2025 Alabama League of Municipalities annual conventions.
- $214,000.00 for the 2024 or 2025 National Tour Association Travel Exchange conference.
- $350,000.00 for the 2025 Major League Fishing Redcrest Championship event.
- $250,000.00 (5 years/$50K per year) for the 2022-2026 Exposure Youth Camp events.
- $181,000.00 for the 2026 Union Cycliste Internationale Paracycling World Championship event.
- $150,000.00 (2 years/$75K per year) for the Sports Network LLC - Military Hoops Salute to Service.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2478

Department: Finance

Subject: **Type of Action:** Unanimous Consent

Ordinance amending Budget Ordinance No. 22-736, by changing appropriated funding for various departments and funds.

Ordinance No.

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

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

Finance Information:

Account Number: See comments below.

City Cost Amount: $ N/A

Total Cost: $ N/A

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: **(list below)**

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
$480,656.42 - Increase the Finance department personnel appropriation and decrease the Clerk Treasurer department personnel for the change in authorized strength per Resolution 23-106 adopted on February 9, 2023.

$1,290,000.00 - Authorize the Huntsville/Madison County Convention and Visitors Bureau to commit funds in

excess of $100,000.00 in accordance with Ordinance No. 13-915 (2013 Lodgings Tax Advisory Committee) for support of the following events:

- $145,000.00 ($70K year one/$75K year two) for the 2024 and 2025 Alabama League of Municipalities annual conventions.
- $214,000.00 for the 2024 or 2025 National Tour Association Travel Exchange conference.
- $350,000.00 for the 2025 Major League Fishing Redcrest Championship event.
- $250,000.00 (5 years/$50K per year) for the 2022-2026 Exposure Youth Camp events.
- $181,000.00 for the 2026 Union Cycliste Internationale Paracycling World Championship event.
- $150,000.00 (2 years/$75K per year) for the Sports Network LLC - Military Hoops Salute to Service.

ORDINANCE NO. 23 – _____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Budget Ordinance No. 22-736, adopted and approved on September 22, 2022, is hereby amended as follows:

In the GENERAL FUND:

Increase the Finance department personnel appropriation and decrease the Clerk Treasurer department personnel appropriation by $480,656.42 for the change in authorized strength per Resolution 23-106 adopted on February 9, 2023.

In the 1% LODGING TAX 2013 FUND:

Authorize the Huntsville/Madison County Convention and Visitors Bureau to commit funds in excess of $100,000.00 in accordance with Ordinance No. 13-915 (2013 Lodgings Tax Advisory Committee) for support of the following events:

- $145,000.00 ($70K year one/$75K year two) for the 2024 and 2025 Alabama League of Municipalities annual conventions.
- $214,000.00 for the 2024 or 2025 National Tour Association Travel Exchange conference.
- $350,000.00 for the 2025 Major League Fishing Redcrest Championship event.
- $250,000.00 (5 years/$50K per year) for the 2022-2026 Exposure Youth Camp events.
- $181,000.00 for the 2026 Union Cycliste Internationale Paracycling World Championship event.
- $150,000.00 (2 years/$75K per year) for the Sports Network LLC – Military Hoops Salute to Service.

ADOPTED this the 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of
Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/13/2023 **File ID:** 2023-024

Department: Finance

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

Ordinance approving appropriations, goods, or services for District 1 Council Improvement Funds.

Type of Document: Resolution No.

Finance Information:

Account Number: 3020-11-11100-515030-00000000-

City Cost Amount: $ 5,000.00

Total Cost: $5,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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:** 3/9/2023 **File ID:** TMP-2480

Department: Finance

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

Ordinance approving appropriations, goods, or services for District 1 Council Improvement Funds.

Type of Document: Resolution No.

Finance Information:

Account Number: 3020-11-11100-515030-00000000-

City Cost Amount: $ 5,000.00

Total Cost: $5,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

ORDINANCE NO. 23 – _____

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

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

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

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama Budget Ordinance No. 22-736, adopted and approved on September 22, 2022, is hereby amended, if appropriate, by the following approved purchases:

District 1 – Keith:

$5,000 appropriation to Love Huntsville to aid in the publishing of a State of Housing report used to advocate for additional funding to eradicate homelessness and end generational poverty.

ADOPTED this the 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
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:** 3/9/2023 **File ID:** 2023-025

Department: Finance

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

Resolution authorizing the Mayor to enter a contract with Fifth Asset, Inc., d/b/a DebtBook for financial software to implement GASB Statement 87 - Leases.

Type of Document: Resolution No.

Finance Information:

Account Number: 1000-17-17100-515250-00000000

City Cost Amount: $ 75,000.00

Total Cost: $ 75,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2560

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter a contract with Fifth Asset, Inc., d/b/a DebtBook for financial software to implement GASB Statement 87 - Leases.

Type of Document: Resolution No.

Finance Information:

Account Number: 1000-17-17100-515250-00000000

City Cost Amount: $ 75,000.00

Total Cost: $ 75,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

RESOLUTION NO. 23 - _____

BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Mayor be hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Contract by and between the City of Huntsville and Fifth Asset, Inc., dba DebtBook, , 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 DebtBook", consisting of twelve (12) pages, and the date of February 1, 2023, 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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of
Huntsville, Alabama

RENEWAL ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide Huntsville, AL ("**Customer**") with the Services subject to the terms established in this Order Form, including DebtBook's Price Quote attached as **Exhibit A** and incorporated herein by this reference (the "**DebtBook Quote**").

On and after the Effective Date listed below, this Order Form supersedes and replaces the Order Form previously executed and delivered by DebtBook and the Customer (the "**Original Order Form**"). This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook's General Terms & Conditions, which were provided to Customer in connection with the execution and delivery of the Original Order Form (the "**Terms & Conditions**"), and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Form Details	
Effective Date: 02/01/2023	Billing Frequency: Annually
Initial Term End Date: 01/31/2026	**Payment Terms: Net 30**
Initial Pricing Tier: Tier 4	See the DebtBook Quote for more details

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a recurring Subscription Fee for Customer's access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer's applicable Pricing Tier, which is based on the total number and amount of the Customer's Application Obligations at the time of determination. DebtBook's current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer's Application Obligations during the Initial Term.

Implementation Services. At Customer's request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an "**Implementation Period**"). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer's Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer's Application Obligations implemented causes Customer's applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

President of the City Council of the City of Huntsville, Alabama
Date: March 9, 2023

Billing. Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

By: Tyler Traudt
Name: Tyler Traudt
Title: CEO

Notice Address

1431 W Morehead St Suite 200
Charlotte, NC 28208
Attention: Chief Executive Officer
account-management@debtbook.com

Huntsville, AL

By: _____
Name: _____
Title: _____

Notice Address

308 Fountain Cr.
Huntsville, AL 35801
Attention: Penny Smith
penny.smith@huntsvilleal.gov

Billing Contact

308 Fountain Cr.
Huntsville, AL 35801
Attention: Penny Smith
Penny.smith@huntsvilleal.gov

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.

Exhibit A

DebtBook Quote

[See attached.]

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these "**Terms & Conditions**") which govern the Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

"**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

"**Agreement**" means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

"**Application Obligations**" means, collectively, Customer's debt, lease, and other financial obligations relevant to the Application Services.

"**Application Services**" means DebtBook's debt, lease, and financial obligation management and compliance software-as-a-service application.

"**Appropriate Security Measures**" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

"**Authorized User**" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

"**Customer**" means the person or entity purchasing the Services as identified in the Order Form.

"**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"**Customer Terms**" means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

"**DebtBook**" means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

"**DebtBook IP**" means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"**Documentation**" means DebtBook's end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook's website at https://support.debtbook.com.

"**Feedback**" means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

"**Governing State**" means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, "Governing State" means the State of North Carolina.

"**Government Entity**" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"**Implementation Services**" means, if requested by Customer, the additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.

"**Incorporated Documents**" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at https://www.debtbook.com/legal.

"**Initial Term**" means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

"**Onboarding Services**" means onboarding services, support, and training as required to make the Application Services available to the Customer during the Initial Term.

"**Order Form**" means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term.

"**Pricing Tier**" means the Customer's applicable pricing tier, determined based on the number and amount of Application Obligations at the time of determination, as set forth in the schedule included as part of the Order Form.

"**Privacy Policy**" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"**Renewal Term**" means any renewal term established in accordance with the terms of the Agreement.

"**Services**" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

"**SLA**" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"**Support Services**" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"**Term**" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"**Usage Policy**" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance

of doubt, DebtBook's Confidential Information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED $1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party

Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally appliable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

DebtBook Quote

Huntsville, AL

308 Fountain Cr.

Huntsville, AL 35801

Penny Smith

Finance Director

penny.smith@huntsvilleal.gov

(256) 427-5062

Prepared By:

DebtBook

Riley Knowles

Account Manager

riley.knowles@debtbook.com

Notice Address:

PO Box 667950

Charlotte, NC 28266

Products & Services

Description	Qty	Annual Fee	Discount	Total
Implementation Charge: Tier 4 This represents the cost of our White Glove GASB-96 Implementation process for your organization.	1	$4,000 Year 1	100%	$0 Year 1 Cost
Subscription Charge: Tier 4 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	$30,000 Year 1	33%	$20,000 Year 1 Cost
Subscription Charge: Tier 4 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	$30,000 Year 2	16%	$25,000 Year 2 Cost
Subscription Charge: Tier 4 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	$30,000 Year 3	-	$30,000 Year 3 Cost

Total 3 Year Renewal Cost: **$75,000**

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-026

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.

Type of Document: Resolution No.

Finance Information:

Account Number: See additional comments below.

City Cost Amount: $ Various based on Contract pricing structures.

Total Cost: $ Various based on Contract pricing structurres.

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Standard of periodic bid utilizes by various departments.
Update of Bids:
Southern Landscape & Lawncare, Inc. - Landscape Maintenance Services (Landscape Management)
Quality Creative Landscape of H'ville - Landscape Maintenance Services (Landscape Management)

Traffic Logix Corporation - Traffic Speed Cushions (Traffic Engineering)

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2640

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.

Type of Document: Resolution No.

Finance Information:

Account Number: See additional comments below.

City Cost Amount: $ Various based on Contract pricing structures.

Total Cost: $ Various based on Contract pricing structurres.

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Standard of periodic bid utilizes by various departments.
Update of Bids:
Southern Landscape & Lawncare, Inc. - Landscape Maintenance Services (Landscape Management)
Quality Creative Landscape of H'ville - Landscape Maintenance Services (Landscape Management)

Traffic Logix Corporation - Traffic Speed Cushions (Traffic Engineering)

RESOLUTION NO. 23 - _____

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

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

VENDOR	COMMODITY/SERVICE	AGREEMENT
Southern Landscape & Lawncare, Inc.	Landscape Maintenance Services	One Year W/Extensions
Quality Creative Landscape of H'ville	Landscape Maintenance Services	One Year W/Extensions
Traffic Logix Corporation	Traffic Speed Cushions	One Year W/Extensions

ADOPTED this the 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of Huntsville, Alabama

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** 2/15/23
FROM: Brian Walker **DEPT:** Landscape Management
BID #: 29-2023-52 **COMMODITY/SERVICE:** Landscape Maintenance Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Southern Landscape & Lawncare, Inc.

RECOMMENDATION: It is recommended Southern Landscape & Lawncare be awarded Packages A-N and Packages P-R as they were the lowest responsive bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Package A:	31,500.00	Annual	
Package B:	19,200.00	Annual	
Package C:	14,340.00	Annual	
Package D:	18,900.00	Annual	
Package E:	7,200.00	Annual	
Package F:	8,520.00	Annual	
Package G:	7,320.00	Annual	

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

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

Brian R. Walker Digitally signed by Brian R. Walker Date: 2023.02.15 11:19:04 -06'00' — 2/15/2023
Department Head — Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2023.02.20 11:32:24 -06'00' — 2/20/2023
Procurement Manager — Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

Continuation – Page 2

TO: Procurement **DATE:** 2/15/23
FROM: Brian Walker **DEPT:** Landscape Management
BID #: 29-2023-52 **COMMODITY/SERVICE:** Landscape Maintenance Services

DESCRIPTION	PRICE	UOM	COMMENT
Package H:	10,680.00	Annual	
Package I:	4,440.00	Annual	
Package J:	4,980.00	Annual	
Package K:	2,820.00	Annual	
Package L:	13,200.00	Annual	
Package M:	6,000.00	Annual	
Package N:	12,120.00	Annual	
Package P:	16,200.00	Annual	
Package Q:	13,440.00	Annual	
Package R:	5,400.00	Annual	

HUNTSVILLE

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

Invitation For Bids
Landscape Maintenance Services

Invitation for Bid #:	29-2023-52
Issue Date:	January 17, 2023
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 31, 2023 @ 2:00 PM All questions must be submitted in writing to erin.motes@huntsvilleal.gov
IFB Closing Date:	February 7, 2023 @ 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:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	Landscape Maintenance Services Pricing Form 2023.xlsx Landscape Maintenance Services Maps 2023.pdf
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Landscape Maintenance Services 2023

APPENDIX D
DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	I. MINIMUM SERVICE REQUIREMENTS		
1	The Bidder must provide to the City a written schedule of weekly maintenance. If the Contractor sees a need to make changes to this schedule, 48 hours' notice shall be given to the City Representative.	BG	
2	Work performed by Contractors under this IFB may require transporting grounds care equipment from property to property, using truck and trailer haulers. Under no circumstances will Contractors be allowed to park transport equipment on turf areas or mulched bed areas while servicing City properties.	BG	
3	Contractors will park at meters, or in parking lots in designated parking spaces, on the day of their maintenance. The City will not require companies that are under contract with the City for Lawn Maintenance Services to feed parking meters while servicing the City properties.	BG	
4	Properties to be maintained, frequency and permitted times of acceptable service, are described herein as a separate file, Landscape Maintenance Services Pricing Form 2023.xslx, posted on our BidNet web site.	BG	
5	Cut lines are currently established on all properties. A separate PDF file (Landscape Maintenance Services Maps 2023.pdf) is posted on the BidNet web site containing the maps that indicate the locations and areas for services to be performed. These maps are a general reference guide and not guaranteed to be exact. It is the responsibility of the Bidder to visit the properties themselves and not rely solely on the City's maps.	BG	
6	Some private property owners may maintain the right-of-way frontage of their property. This is acceptable with the City if standards are comparable, and schedules are coordinated by the Contractor and the property owner. In the event that such private owners cease to maintain right-of-way(s), it shall be the Contractor's responsibility to begin maintenance at no additional cost to the City.	BG	
7	The Bidder's price is fixed and not determined by acreage but rather by lump sum.	BG	
8	All work and services shall be performed by the Contractor or its employees.	BG	
	A. MOWING/EDGING		
9	Mow fescue/bermuda areas to a height of 2" to 2-1/2" in accordance with the frequency listed in the separate attached file, Landscape Maintenance Services Pricing Form 2023.xlsx, posted on our BidNet web site.	BG	
10	Trim and edge each mowing cycle.	BG	
11	Remove grass and weed clippings after each visit. Clippings must not be thrown into beds.	BG	
12	All grass shall be removed by mechanical or chemical means from curbs and gutters.	BG	
13	Remove litter prior to mowing. If litter is cut during mowing, stop and remove at once.	BG	
14	Site shall be swept or blown clean after mowing/trimming.	BG	
15	Discharge guards shall be in the down position at all times.	BG	
16	Stick edgers are to be used for curb and sidewalk edging only. Curb dressers are not acceptable.	BG	

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	B. BLOWING		
17	Grass clippings or debris caused by mowing, trimming or edging shall be immediately removed from adjacent walks, curbs, beds and roadway areas on the same day as turf is mowed, trimmed or edged.	BG	
18	Grass clippings or debris shall be removed in such a way as to not cause drift into roadways, adjacent properties or storm drains.	BG	
19	At the end of each mowing cycle, the Contractor is responsible for checking storm drain inlets and making sure they are clear of any clippings and debris, regardless of the origin of the debris. Clippings blown into street that will eventually end up in storm drains is illegal and will not be tolerated.	BG	
	C. LEAF REMOVAL		
20	Gather and remove leaves on a weekly basis during October, November, December and January. Gather and remove leaves on an as-needed basis for all other months.	BG	
	D. LITTER AND TRASH MANAGEMENT		
21	It is the City's intent for all pricing to include Litter and Trash Management.	BG	
22	All walks, turf areas, beds and parking areas will be policed free of all trash and debris (includes cigarettes, tree limbs, pine cones, sticks, discarded gum, cans, bottles, litter in water, etc.) at each visit.	BG	
	E. DAMAGE TO PROPERTY		
23	Sprinkler heads or other property broken by the Contractor shall be replaced or repaired at the Contractor's expense.	BG	
24	The City Representative must be notified upon damage and intent to repair.	BG	
	F. ADDITIONAL PROPERTY		
25	The City reserves the right to negotiate the maintenance of additional property during the term of the contract. We will ask the current city lawn care contractors to give us a written quote within 48 hours. Any additions will be approved by change order by the City Administrative staff.	BG	
	G. REDUCING PROPERTY		
26	The Bidder agrees to engage in good faith renegotiation of quoted fees where a substantive change in an awarded property package alters the amount of work required to maintain a satisfactory level of service.	BG	
	II. RESPONSIBILITIES OF THE CONTRACTOR		
27	A. The Contractor must maintain a competent and coherent staff. An English speaking employee or a translator must be on the job site to communicate any contract issues that may arise and must comply with E-Verify (Section 3.0 Bidder Information & Acknowledgements).	BG	
28	B. Contractor must provide modern communication (cell phone and/or pager) numbers to the City Representative.	BG	
29	C. Contractor must provide a working telephone (cell phone and/or pager) number for service area calls.	BG	
30	D. Contractor shall provide the insurance coverage required within this IFB.	BG	
31	E. Contractor must be authorized and properly licensed to do lawn care business in the City, County and State of Alabama and will comply with all pertinent City, State and Federal requirements, codes and regulations related to such, as applicable. Contractor shall provide evidence of such licenses to the City upon request.	BG	
32	F. Contractor must have performed comparable landscaping services for a minimum of three (3) years and attach documentation to this bid.	BG	

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
33	G. Contractor shall furnish all labor, equipment, tools, transportation, supplies, insurance, licenses, permits and other facilities necessary to properly and legally complete the service functions of the Contract in an orderly and workmanlike manner.	BG	
34	H. Contractor shall supervise and direct the work and their employees to the best of their ability and are solely responsible for all techniques, procedures, coordination of services, and actions by their employees.	BG	
35	I. Contractor's work vehicles must display the company name.	BG	
36	J. Contractor service personnel shall maintain a neat appearance in suitable clothing, with identifying company attire (i.e. T-Shirt).	BG	
37	K. Contractor shall be liable for any and all damage to property of the City or any residents that results from performance of the service functions.	BG	
38	L. Damage by the Contractor and service personnel shall be repaired and restored without cost to the City.	BG	
39	M. Contractors shall comply with State of Alabama Department of Transportation regulations concerning traffic control devices.	BG	
40	N. Contractor shall provide signs, i.e. 'mowers ahead', barricades, and/or flashing lights, as necessary, for the protection of the workers and the safety of the public.	BG	
41	O. The Contractor shall ensure their employees are equipped with adequate personal protective equipment while performing contract services. Such personal protective equipment shall include, but is not limited to: goggles, safety glasses, face shields, gloves, safety vests, etc.	BG	
42	P. Any items of value found by the Contractor must be turned into City personnel.	BG	
43	Q. Bidders must provide a list of all equipment to be used and must include the make, model, serial number and year of each piece of equipment. The City will make arrangements to inspect the equipment. If the Bidder must obtain equipment in order to perform this work, explain what equipment will be purchased and how financing will be obtained.	BG	

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: _____

SEE SEPARATE EXCEL FILE POSTED ON THE BIDNET WEB SITE:
Landscape Maintenance Services Pricing Form 2023.xlsx
Bidder must complete, sign and submit this form.

This Price Bid Form is hereby submitted by the undersigned:

Southern Landscape and Lawncare, Inc	Buddy Guffey, Owner
Printed legal name of Bidder	Printed name of individual/corporate officer/general partner/joint venturer AND Title
Signature	02-06-2023
	Date

LANDSCAPE MAINTENANCE SERVICES 2023 PRICING FORM

Bidder must complete and submit this form.

(Print Pricing Form in Landscape Setting)

SOUTHERN LANDSCAPE AND LAWNCARE, INC.

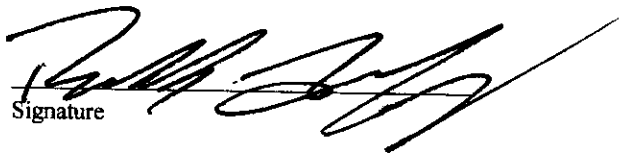
COMPANY NAME: _____

PACKAGE	PROPERTY NAME	LOCATION	FREQUENCY	ACCEPTABLE SERVICE TIMES	MONTHLY PRICE	ANNUAL PRICE	ANNUAL TOTAL PER PACKAGE
A	Carl T. Jones, North & South	Whitesburg Dr. to Cecil Ashburn Dr. (Includes islands)	Weekly	Mon - Fri	$1,800.00	$21,600.00	
	Cecil Ashburn Dr.	Bailey Cove Rd. to Avalon Dr.	Weekly	Mon - Fri	$625.00	$7,500.00	
	Carl T. Jones, East Side	North of Cecil Asburn Dr. from CVS to Waffle House	Weekly	Mon - Fri	$ 200.00	$2,400.00	**$31,500.00**
B	All Downtown Streets	See Package B Map	Weekly	Mon - Fri	$1,600.00	$19,200.00	**$19,200.00**
C	Parking Lots:						
	Lot A Parking	Fountain Cir.	Weekly	Mon - Fri	$120.00	$1,440.00	
	Lot C Parking	Church St.	Weekly	Mon - Fri	$120.00	$1,440.00	
	Lot D Parking	Holmes Ave. & Green St.	Weekly	Mon - Fri	$120.00	$1,440.00	
	Lot E Parking	Green St. & Eustis St.	Weekly	Mon - Fri	$65.00	$780.00	
	Lot H Parking	100 Holmes Ave.	Weekly	Mon - Fri	$100.00	$1,200.00	
	Lot H-1 Parking	100 Holmes Ave.	Weekly	Mon - Fri	$65.00	$780.00	
	Lot K Parking	320 Clinton Ave.	Weekly	Mon - Fri	$185.00	$2,220.00	
	Lot U Parking	Eustis St. & Green St.	Weekly	Mon - Fri	$100.00	$1,200.00	
	Lot V Parking	Clinton Ave. West of VBCC	Weekly	Mon - Fri	$125.00	$1,500.00	$12,000
	Downtown Lots:						
	Lot next to Clinton Ave. Post Office	East side of Post Office on Clinton Ave.	Weekly	Mon - Fri	$110.00	$1,320.00	
	Lot behind Clinton Ave. Post Office	South side of Post Office on Clinton Ave.	Bi-Weekly	Mon - Fri	$85.00	$1,020.00	**$2,340.00**
D	Facility Area 1:						
	MJPSC	Wheeler Ave.	Weekly	Mon - Fri	$800.00	$9,600.00	
	Baker Building	820 Wheeler Ave.	Weekly	Mon - Fri	$100.00	$1,200.00	
	Wheeler Parking	Wheeler Ave.	Weekly	Mon - Fri	$200.00	$2,400.00	
	Martin Luther King Center	120 East Holmes Ave.	Weekly	Mon - Fri	$200.00	$2,400.00	
	Westside Center	125 Earl St.	Weekly	Mon - Fri	$275.00	$3,300.00	**$18,900.00**
E	Huntsville Railroad Depot	320 Church Street NW	Weekly	Mon - Fri	$600.00	$7,200.00	**$7,200.00**
F	Animal Control Complex:						
	A Cleaner Way	4950 Triana Blvd.	Weekly	Mon - Fri	$710	$8,520.00	**$8,520.00**
G	Gallatin St/Lowe Ave.	660 Lowe Ave.	Bi-Weekly	Mon - Fri	$200	$2,400.00	
	Pollard Cir.	See Package G Map	Bi-Weekly	Mon - Fri	$200	$2,400.00	

PACKAGE	PROPERTY NAME	LOCATION	FREQUENCY	ACCEPTABLE SERVICE TIMES	MONTHLY PRICE	ANNUAL PRICE	ANNUAL TOTAL PER PACKAGE
	Saint Clair St.	Between Fackler St. & Turner St.	Weekly	Mon - Fri	$210	$2,520.00	**$7,320.00**
H	Westchester Ave.	See Package H Map	Weekly	Mon - Fri	$740	$8,880.00	
	Westbury Dr.	Round-A-Bout	Weekly	Mon - Fri	$150	$1,800.00	**$10,680.00**
I	Pratt Ave. Medians (5)	East of Andrew Jackson Way, Five Points	Weekly	Mon - Fri	$185	$2,220.00	
	Big Cove Rd./California St./Governors Dr.	North side	Weekly	Mon - Fri	$185	$2,220.00	**$4,440.00**
J	Joseph Lowery Blvd.	Governors Dr. north to Pelham Ave.	Weekly	Mon - Fri	$150	$1,800.00	
		Pelham Ave. to Williams	Weekly	Mon - Fri	$55	$660.00	
	Pelham Park		Weekly	Mon - Fri	$210	$2520	$4980
					***doesn't autocalculate		
K	Campus 805 (Butler Green)	2606 Clinton Ave.	Weekly	Mon - Fri	$235	$2,820.00	**$2,820.00**
L	Station		Weekly	Mon - Fri	$1,100	$13,200.00	**$13,200.00**
M	Natatorium	South end of Ivy St. after Drake Ave. Intersection	Weekly	Mon-Fri	$500	$6,000.00	**$6,000.00**
N	Shurney Legacy Center	3011 Sparkman Drive NW	Weekly	Mon-Fri	$1,010	$12,120.00	**$12,120.00**
O	Mark Russell Recreational Park	429 Taylor Road	Weekly	Mon-Fri	$620	$7,440.00	**$7,440.00**
P	Benton Wilcoxon Municipal Ice Complex	3185 Leeman Ferry Road	Weekly	Mon-Fri	$1,350	$16,200.00	**$16,200.00**
Q	Police/FBI Firing Range	292 Wall Triana Highway, Madison	Weekly	Mon-Fri	$1,120	$13,440.00	**$13,440.00**
R	Public Safety Training Facility	5365 Triana Boulevard	Weekly	Mon-Fri	$450	$5,400.00	**$5,400.00**

This Price Bid Form is hereby submitted by the undersigned:

Southern Landscape and Lawncare, Inc.
Printed legal name of Bidder



Signature

Buddy Guffey, Owner
Printed name of individual/corporate officer/general partner/joint venturer AND Title

2/6/2023
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): Southern Landscape and Lawncare, Inc.
- City of Huntsville current taxpayer identification number (if available): 22-3895269
  (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	
☐ General Partnership	
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☒ Corporation	Number & State: 000-225-964, AL
☐ 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): Owner

Type or legibly write name: Buddy Guffey Date: 02-06-2023

Alabama Secretary of State

Southern Landscape & Lawn Care, Inc.	
Entity ID Number	000 - 225 - 964
Entity Type	Domestic Corporation
Principal Address	HUNTSVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	11/14/2002
Registered Agent Name	PHILLIPS, CURTIS
Registered Office Street Address	1606 GREENWYCHE RD HUNTSVILLE, AL 35801
Registered Office Mailing Address	Not Provided
Nature of Business	LANDSCAPE/LAWN CARE SERVICES
Capital Authorized	1,000
Capital Paid In	---
Incorporators	
Incorporator Name	MCCRARY, M VANCE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2002 2003 2005 2006 2007 2012 2015 2016 2017 2018 2019 2020 2021 2022
Scanned Documents	
Document Date / Type / Pages	11/14/2002 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):

Southern Landscape and Lawncare, Inc

Doing-Business-As Name of Proposer:

Principal Office Address:

P.O. Box 158

Brownsboro, AL 35741

Telephone Number: 256-679-9429

Fax Number: 256-964-8993

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: 10-04-2002

Location of incorporation: Huntsville, AL

The corporation is held: Publicly ___ Privately X

Names and titles of corporate officers: Buddy Guffey, Owner

Partnership Statement

If a partnership, answer the following:

Date of organization: NA
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: NA
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

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

_____

_____

_____

_____

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

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

City Employee — Yes _____ No X
If "Yes," Department _____

Member of Household City Employee — Yes _____ No X
If "Yes," Name (s) _____

Anyone associated with your company a City Employee — Yes _____ No X
If "Yes," Name (s) _____

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

Signature of Proposer

Buddy Guffey
Print or Type Name of Proposer

02-06-2023
Date

Southern Landscape Lawn Care Inc
Legal Name of Firm

P.O. Box 158
Mailing Address

Brownsboro AL 35741
City State Zip Code

256-679-9429
Phone Fax

buddyguffey@Aol.com
Email Address

Website Address

Company ID Number: 1140110

Approved by:

Employer Southern Landscape and Lawn care Inc	
Name (Please Type or Print) Buddy Guffey	Title
Signature Electronically Signed	Date 11/03/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/03/2016

E-Verify

Company ID Number: 1140110

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Southern Landscape and Lawn care Inc
Company Facility Address	608 Church Street Huntsville, AL 35801
Company Alternate Address	P.O. Box 158 Brownsboro, AL 35741
County or Parish	MADISON
Employer Identification Number	223895269
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1140110

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)

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** 2/15/23
FROM: Brian Walker **DEPT:** Landscape Management
BID #: 29-2023-52 **COMMODITY/SERVICE:** Landscape Maintenance Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Quality Creative Landscape of H'ville

RECOMMENDATION: It is recommended Quality be awarded Package O as they were the overall lowest responsive bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Package O: Mark Russell Recreational Park	595.00	Month	

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

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

Brian R. Walker Digitally signed by Brian R. Walker Date: 2023.02.15 11:18:33 -06'00' 2/15/2023
Department Head Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2023.02.20 11:32:56 -06'00' 2/20/2023
Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov

HUNTSVILLE

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

Invitation For Bids
Landscape Maintenance Services

Invitation for Bid #:	29-2023-52
Issue Date:	January 17, 2023
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 31, 2023 @ 2:00 PM All questions must be submitted in writing to erin.motes@huntsvilleal.gov
IFB Closing Date:	February 7, 2023 @ 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:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	Landscape Maintenance Services Pricing Form 2023.xlsx Landscape Maintenance Services Maps 2023.pdf
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Landscape Maintenance Services 2023

APPENDIX D
DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	DETAILED REQUIREMENTS	Compliant? Yes	No
	I. MINIMUM SERVICE REQUIREMENTS		
1	The Bidder must provide to the City a written schedule of weekly maintenance. If the Contractor sees a need to make changes to this schedule, 48 hours' notice shall be given to the City Representative.	✓	
2	Work performed by Contractors under this IFB may require transporting grounds care equipment from property to property, using truck and trailer haulers. Under no circumstances will Contractors be allowed to park transport equipment on turf areas or mulched bed areas while servicing City properties.	✓	
3	Contractors will park at meters, or in parking lots in designated parking spaces, on the day of their maintenance. The City will not require companies that are under contract with the City for Lawn Maintenance Services to feed parking meters while servicing the City properties.	✓	
4	Properties to be maintained, frequency and permitted times of acceptable service, are described herein as a separate file, Landscape Maintenance Services Pricing Form 2023.xslx, posted on our BidNet web site.	✓	
5	Cut lines are currently established on all properties. A separate PDF file (Landscape Maintenance Services Maps 2023.pdf) is posted on the BidNet web site containing the maps that indicate the locations and areas for services to be performed. These maps are a general reference guide and not guaranteed to be exact. It is the responsibility of the Bidder to visit the properties themselves and not rely solely on the City's maps.	✓	
6	Some private property owners may maintain the right-of-way frontage of their property. This is acceptable with the City if standards are comparable, and schedules are coordinated by the Contractor and the property owner. In the event that such private owners cease to maintain right-of-way(s), it shall be the Contractor's responsibility to begin maintenance at no additional cost to the City.	✓	
7	The Bidder's price is fixed and not determined by acreage but rather by lump sum.	✓	
8	All work and services shall be performed by the Contractor or its employees.	✓	
	A. MOWING/EDGING		
9	Mow fescue/bermuda areas to a height of 2" to 2-1/2" in accordance with the frequency listed in the separate attached file, Landscape Maintenance Services Pricing Form 2023.xlsx, posted on our BidNet web site.	✓	
10	Trim and edge each mowing cycle.	✓	
11	Remove grass and weed clippings after each visit. Clippings must not be thrown into beds.	✓	
12	All grass shall be removed by mechanical or chemical means from curbs and gutters.	✓	
13	Remove litter prior to mowing. If litter is cut during mowing, stop and remove at once.	✓	
14	Site shall be swept or blown clean after mowing/trimming.	✓	
15	Discharge guards shall be in the down position at all times.	✓	
16	Stick edgers are to be used for curb and sidewalk edging only. Curb dressers are not acceptable.	✓	

Line Ref #	DETAILED REQUIREMENTS	Compliant? Yes	No
	B. BLOWING		
17	Grass clippings or debris caused by mowing, trimming or edging shall be immediately removed from adjacent walks, curbs, beds and roadway areas on the same day as turf is mowed, trimmed or edged.	✓	
18	Grass clippings or debris shall be removed in such a way as to not cause drift into roadways, adjacent properties or storm drains.	✓	
19	At the end of each mowing cycle, the Contractor is responsible for checking storm drain inlets and making sure they are clear of any clippings and debris, regardless of the origin of the debris. Clippings blown into street that will eventually end up in storm drains is illegal and will not be tolerated.	✓	
	C. LEAF REMOVAL		
20	Gather and remove leaves on a weekly basis during October, November, December and January. Gather and remove leaves on an as-needed basis for all other months.	✓	
	D. LITTER AND TRASH MANAGEMENT		
21	It is the City's intent for all pricing to include Litter and Trash Management.	✓	
22	All walks, turf areas, beds and parking areas will be policed free of all trash and debris (includes cigarettes, tree limbs, pine cones, sticks, discarded gum, cans, bottles, litter in water, etc.) at each visit.	✓	
	E. DAMAGE TO PROPERTY		
23	Sprinkler heads or other property broken by the Contractor shall be replaced or repaired at the Contractor's expense.	✓	
24	The City Representative must be notified upon damage and intent to repair.	✓	
	F. ADDITIONAL PROPERTY		
25	The City reserves the right to negotiate the maintenance of additional property during the term of the contract. We will ask the current city lawn care contractors to give us a written quote within 48 hours. Any additions will be approved by change order by the City Administrative staff.	✓	
	G. REDUCING PROPERTY		
26	The Bidder agrees to engage in good faith renegotiation of quoted fees where a substantive change in an awarded property package alters the amount of work required to maintain a satisfactory level of service.	✓	
	II. RESPONSIBILITIES OF THE CONTRACTOR		
27	A. The Contractor must maintain a competent and coherent staff. An English speaking employee or a translator must be on the job site to communicate any contract issues that may arise and must comply with E-Verify (Section 3.0 Bidder Information & Acknowledgements).	✓	
28	B. Contractor must provide modern communication (cell phone and/or pager) numbers to the City Representative.	✓	
29	C. Contractor must provide a working telephone (cell phone and/or pager) number for service area calls.	✓	
30	D. Contractor shall provide the insurance coverage required within this IFB.	✓	
31	E. Contractor must be authorized and properly licensed to do lawn care business in the City, County and State of Alabama and will comply with all pertinent City, State and Federal requirements, codes and regulations related to such, as applicable. Contractor shall provide evidence of such licenses to the City upon request.	✓	
32	F. Contractor must have performed comparable landscaping services for a minimum of three (3) years and attach documentation to this bid.		✓

2 years 6 months in HSV
1986 - Present in Birmingham

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
33	G. Contractor shall furnish all labor, equipment, tools, transportation, supplies, insurance, licenses, permits and other facilities necessary to properly and legally complete the service functions of the Contract in an orderly and workmanlike manner.	✓	
34	H. Contractor shall supervise and direct the work and their employees to the best of their ability and are solely responsible for all techniques, procedures, coordination of services, and actions by their employees.	✓	
35	I. Contractor's work vehicles must display the company name.	✓	
36	J. Contractor service personnel shall maintain a neat appearance in suitable clothing, with identifying company attire (i.e. T-Shirt).	✓	
37	K. Contractor shall be liable for any and all damage to property of the City or any residents that results from performance of the service functions.	✓	
38	L. Damage by the Contractor and service personnel shall be repaired and restored without cost to the City.	✓	
39	M. Contractors shall comply with State of Alabama Department of Transportation regulations concerning traffic control devices.	✓	
40	N. Contractor shall provide signs, i.e. 'mowers ahead', barricades, and/or flashing lights, as necessary, for the protection of the workers and the safety of the public.	✓	
41	O. The Contractor shall ensure their employees are equipped with adequate personal protective equipment while performing contract services. Such personal protective equipment shall include, but is not limited to: goggles, safety glasses, face shields, gloves, safety vests, etc.	✓	
42	P. Any items of value found by the Contractor must be turned into City personnel.	✓	
43	Q. Bidders must provide a list of all equipment to be used and must include the make, model, serial number and year of each piece of equipment. The City will make arrangements to inspect the equipment. If the Bidder must obtain equipment in order to perform this work, explain what equipment will be purchased and how financing will be obtained.	✓	

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: _____

SEE SEPARATE EXCEL FILE POSTED ON THE BIDNET WEB SITE:
Landscape Maintenance Services Pricing Form 2023.xlsx
Bidder must complete, sign and submit this form.

This Price Bid Form is hereby submitted by the undersigned:

James Bishop	Stuart Trowbridge
Printed legal name of Bidder	Printed name of individual/corporate officer/general partner/joint venturer AND Title
James Bishop	2/7/2023
Signature	Date

LANDSCAPE MAINTENANCE SERVICES 2023 PRICING FORM

Bidder must complete and submit this form.

(Print Pricing Form in Landscape Setting)

COMPANY NAME: Quality Creative Landscaping of Huntsville, LLC

PACKAGE	PROPERTY NAME	LOCATION	FREQUENCY	ACCEPTABLE SERVICE TIMES	MONTHLY PRICE	ANNUAL PRICE	ANNUAL TOTAL PER PACKAGE
A	Carl T. Jones, North & South	Whitesburg Dr. to Cecil Ashburn Dr. (Includes islands)	Weekly	Mon - Fri		$0.00	
	Cecil Ashburn Dr.	Bailey Cove Rd. to Avalon Dr.	Weekly	Mon - Fri		$0.00	
	Carl T. Jones, East Side	North of Cecil Asburn Dr. from CVS to Waffle House	Weekly	Mon - Fri		$0.00	**$0.00**
B	All Downtown Streets	See Package B Map	Weekly	Mon - Fri		$0.00	**$0.00**
C	Parking Lots:						
	Lot A Parking	Fountain Cir.	Weekly	Mon - Fri		$0.00	
	Lot C Parking	Church St.	Weekly	Mon - Fri		$0.00	
	Lot D Parking	Holmes Ave. & Green St.	Weekly	Mon - Fri		$0.00	
	Lot E Parking	Green St. & Eustis St.	Weekly	Mon - Fri		$0.00	
	Lot H Parking	100 Holmes Ave.	Weekly	Mon - Fri		$0.00	
	Lot H-1 Parking	100 Holmes Ave.	Weekly	Mon - Fri		$0.00	
	Lot K Parking	320 Clinton Ave.	Weekly	Mon - Fri		$0.00	
	Lot U Parking	Eustis St. & Green St.	Weekly	Mon - Fri		$0.00	
	Lot V Parking	Clinton Ave. West of VBCC	Weekly	Mon - Fri		$0.00	
	Downtown Lots:						
	Lot next to Clinton Ave. Post Office	East side of Post Office on Clinton Ave.	Weekly	Mon - Fri		$0.00	
	Lot behind Clinton Ave. Post Office	South side of Post Office on Clinton Ave.	Bi-Weekly	Mon - Fri		$0.00	**$0.00**
D	Facility Area 1:						
	MJPSC	Wheeler Ave.	Weekly	Mon - Fri		$0.00	
	Baker Building	820 Wheeler Ave.	Weekly	Mon - Fri		$0.00	
	Wheeler Parking	Wheeler Ave.	Weekly	Mon - Fri		$0.00	
	Martin Luther King Center	120 East Holmes Ave.	Weekly	Mon - Fri		$0.00	
	Westside Center	125 Earl St.	Weekly	Mon - Fri		$0.00	**$0.00**
E	Huntsville Railroad Depot	320 Church Street NW	Weekly	Mon - Fri		$0.00	**$0.00**
F	Animal Control Complex:						
	A Cleaner Way	4950 Triana Blvd.	Weekly	Mon - Fri	$975	$11,700.00	**$11,700.00**
G	Gallatin St/Lowe Ave.	660 Lowe Ave.	Bi-Weekly	Mon - Fri		$0.00	
	Pollard Cir.	See Package G Map	Bi-Weekly	Mon - Fri		$0.00	

PACKAGE	PROPERTY NAME	LOCATION	FREQUENCY	ACCEPTABLE SERVICE TIMES	MONTHLY PRICE	ANNUAL PRICE	ANNUAL TOTAL PER PACKAGE
	Saint Clair St.	Between Fackler St. & Turner St.	Weekly	Mon - Fri		$0.00	**$0.00**
H	Westchester Ave.	See Package H Map	Weekly	Mon - Fri		$0.00	
	Westbury Dr.	Round-A-Bout	Weekly	Mon - Fri		$0.00	**$0.00**
I	Pratt Ave. Medians (5)	East of Andrew Jackson Way, Five Points	Weekly	Mon - Fri		$0.00	
	Big Cove Rd./California St./Governors Dr.	North side	Weekly	Mon - Fri		$0.00	**$0.00**
J	Joseph Lowery Blvd.	Governors Dr. north to Pelham Ave.	Weekly	Mon - Fri		$0.00	
		Pelham Ave. to Williams	Weekly	Mon - Fri		$0.00	
	Pelham Park		Weekly	Mon - Fri		$0.00	**$0.00**
K	Campus 805 (Butler Green)	2606 Clinton Ave.	Weekly	Mon - Fri	$825.00	$9,900.00	**$9,900.00**
L	Station		Weekly	Mon - Fri		$0.00	**$0.00**
M	Natatorium	South end of Ivy St. after Drake Ave. Intersection	Weekly	Mon-Fri	$950	$11,400.00	**$11,400.00**
N	Shurney Legacy Center	3011 Sparkman Drive NW	Weekly	Mon-Fri		$0.00	**$0.00**
O	Mark Russell Recreational Park	429 Taylor Road	Weekly	Mon-Fri	$595	$7,140.00	**$7,140.00**
P	Benton Wilcoxon Municipal Ice Complex	3185 Leeman Ferry Road	Weekly	Mon-Fri		$0.00	**$0.00**
Q	Police/FBI Firing Range	292 Wall Triana Highway, Madison	Weekly	Mon-Fri		$0.00	**$0.00**
R	Public Safety Training Facility	5365 Triana Boulevard	Weekly	Mon-Fri		$0.00	**$0.00**

This Price Bid Form is hereby submitted by the undersigned:

James Bishop
Printed legal name of Bidder

Stuart Trowbridge - Treasurer
Printed name of individual/corporate officer/general partner/joint venturer AND Title

Signature

2/7/2023
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): Quality Creative Landscape of Huntsville, LLC
- City of Huntsville current taxpayer identification number (if available): 85-3106090
  (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	
☐ General Partnership	
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☑ LLC (Multi-Member)	Number & State: 000-649-617 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: James Bishop Title (if applicable): General Manager

Type or legibly write name: James Bishop Date: 2/7/2023

Alabama Secretary of State

Quality Creative Landscaping of Huntsville, LLC	
Entity ID Number	000 - 649 - 617
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Jefferson County
Formation Date	09/16/2020
Registered Agent Name	CRIM, CRAIG A
Registered Office Street Address	6104 OLD QUARRY ROAD BIRMINGHAM, AL 35235
Registered Office Mailing Address	6104 OLD QUARRY ROAD BIRMINGHAM, AL 35235
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	2022

Scanned Documents

Document Date / Type / Pages	09/29/2020 Certificate of Formation 4 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):

Quality Creative Landscaping of Huntsville, LLC

Doing-Business-As Name of Proposer:

Quality Creative Landscaping

Principal Office Address:

3054 Leeman Ferry Road Suite O
Huntsville, AL
35801

Telephone Number: 256-763-1036

Fax Number: _____

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

Corporation	✓
Partnership	___
Individual	___
Joint Venture	___
Other (describe):	___ _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 9/16/2020
Location of incorporation: State of Alabama
The corporation is held: Publicly ___ Privately ✓

Names and titles of corporate officers:

Craig Crim - President
Brian Godsey - Vice President
Brandon Kirk - Secretary
Stuart Trowbridge - Treasurer

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

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

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

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

_____

_____

_____

_____

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

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

City Employee Yes _____ No _____
If "Yes," Department _____

Member of Household City Employee Yes ✓ No _____
If "Yes," Name (s) Patrice Bishop

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.

James Bishop
Signature of Proposer

James Bishop
Print or Type Name of Proposer

2/7/2023
Date

Quality Creative Landscaping of Huntsville, LLC
Legal Name of Firm

3054 Leeman Ferry Road Suite O
Mailing Address

Huntsville AL 35801
City State Zip Code

256-763-1036
Phone Fax

buck@qcscapes.com
Email Address

www.qcscapes.com
Website Address

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1597552

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

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

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

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

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

E-Verify verification of all existing employees within 180 days after the election.

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

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

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

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

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

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

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

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

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

   a. Scanning and uploading the document, or

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

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

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

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

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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

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

This list represents the first 20 Program Administrators listed for this company.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1597552

Approved by:

Employer Quality Creative Landscaping of Huntsville, LLC	
Name (Please Type or Print) Melanie J Ingle	**Title**
Signature Electronically Signed	**Date** 10/13/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 10/13/2020

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1597552

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Quality Creative Landscaping of Huntsville, LLC
Company Facility Address	3054 Leeman Ferry Road SW Suite G Huntsville, AL 35801
Company Alternate Address	6104 Old Quarry Road Birmingham, AL 35235
County or Parish	MADISON
Employer Identification Number	853106090
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1597552

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

AL	1

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1597552

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

Name	Melanie J Ingle
Phone Number	2056557730203
Fax	2056557731
Email	melanie@gcscapes.com

02/22/2023 12:03
Serial No. A61D011000288
TC: 565281

Job	7480
Sender	patrice.bishop
Title	06_2022.xls
Interface	Network
Language	PCLXL
Date	12:03:16 FEB 22 2023

Sales Summary Export

Generated 2/21/23 10:36 AM

6/1/22 - 6/30/22

Fusion Barbecue - 1300 Meridian Street NorthUnit 104

Sales Summary

Net Sales	Tax	Gratuity	Tips	Deferred	Total
$113,696.44	$10,180.83	$0.00	$20,559.99	$0.00	$144,437.26

Guest Count	Order Count	Discounts	Tips Withheld	Tips Refunded
3048	2131	3388.15	$0.00	$18.36

Payment Summary

Payment Type	Count	Amount	Tips	Gratuity	Tip/Grat %	Refunds	Total
Credit	2100	111190.11	20559.99	0	0.201598	0	131750
Cash	442	12687.16	0	0	0		12687.2
Other							
Total	**2542**	**123877.27**	**20559.99**	**0**	**0.201598**	**0**	**144437**
Credit Types							
Amex	214	13872.31	2722.6	0	0.213894		16594.9
Discover	59	3229.68	597.84	0	0.201763		3827.52
Mastercard	305	18115.84	3072.65	0	0.184866		21188.5
Visa	1522	75972.28	14166.9	0	0.203335	0	90139.2
Alternate Payment Types							

Sales Categories

Category	Order Count	Item Count	Gross Amt	Discounts	Net	Tax
Retail						
Wine	52	71	646	26	620	55.8
Draft Beer						
Bottled Beer						
Liquor	1062	2972	28250	913	27337	2456.4
NA Beverage	493	785	2397	76	2321	215.46
Food	1880	5971	85034.24	2367.15	82667.09	7432.17
No Category	44	94	757.35	6	751.35	21
Total			**117084.59**	**3388.15**	**113696.4**	**10180.83 $**

Revenue Centers

Revenue Center	Order Count	Item Count	Gross Amt	Discounts	Net	Tax
Dining Room	1095	6009	72109.25	773.5	71335.75	6405.66
Bar	889	3059	35345.09	2515.65	32829.44	2917.81
Patio	107	762	8782.75	41	8741.75	786.32
Online Ordering	13	53	756	0	756	68.04
No Revenue Cen	5	10	91.5	58	33.5	3

Dining Options

Dining Option	Order Count	Net Sales
Dine In	2115	112862.94

	Online Ordering -	13	756	
	Take Out	3	77.5	
	None	0	0	

Taxes	**Tax**	**Order Count**	**Tax Amount**	**Net Sales**
	AL CITY TAX		5090.42	113179.09
	AL COUNTY TAX		563.26	113021.34
	AL STATE TAX		4527.15	113179.09
	Non Taxable	134		517.35

Service Charges	**Service Charge**	**Count**	**Amount**

Menu Item Discour	**Discount**	**Count**	**Amount**
	Employee Discou	45	342.4
	Manager Comp -	88	1137
	Open $ Item	1	5
	Spillage/Food Qu	5	63

Check Discounts	**Discount**	**Count**	**Amount**
	Employee Discou	32	261.75
	Manager Comp -	68	1579

Sales by Service	**Service**	**Orders**	**Net Sales**
	Breakfast	6	$1,557.83
	Lunch	894	$42,621.10
	Dinner	1,069	$64,675.75
	Late Night	160	$4,820.76
	No Service	2	$21.00

Voids	**Amount**	**Order Count**	**Item Count**	**Percent**
	$995.50	63	90	0.9%

Cash Summary		
	Total Cash Payments	**$12,687.16**
	Cash Adjustments	$6,914.58
	Cash before Tipouts	**$19,601.74**
	Cash Gratuity	-$0.00
	Credit / Non-Cash gratuity	-$0.00

HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 02/21/2023
FROM: Melinda Mills **DEPT:** Traffic Engineering
BID #: 33-2023-75 **COMMODITY/SERVICE:** Traffic Speed Cushions

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Traffic Logix Corporation

RECOMMENDATION: Traffic Engineering has reviewed the bid received and we recommend the bid be awarded to Traffic Logix Corporation.

DESCRIPTION	PRICE	UOM	COMMENT
A. Mfg.-Traffic Logix Corporation, Model SC76S White			
Squares, Total Delivered Price, Each Module Configuration	734.00	EA	
B. 2 Pieces to Equal a Left Side for Repairs to Include 7"			
Bolts,Washers,Plastic Shield(Anchor) and Adhesive	300.00	EA	
C. 2 Pieces to Equal a Right Side for Repairs to Include 7"			
Bolts,Washers,Plastic Shield(Anchor) and Adhesive	300.00	EA	
D. 7" Lag Bolt to Include Washers,Plastic Shield(Anchor)			

INITIAL PURCHASE: As Needed
FUNDING SOURCE: See bottom of 2nd page
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.

NICHOLAS T NENE Digitally signed by NICHOLAS T NENE Date: 2023.02.22 10:01:06 -06'00' — 2nd Feb 2023
Department Head — Date

Tamara M. Yancy Digitally signed by Tamara M. Yancy Date: 2023.02.22 14:03:05 -06'00' — 2/22/2023
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:** 02/21/2023
FROM: Melinda Mills **DEPT:** Traffic Engineering
BID #: 33-2023-75 **COMMODITY/SERVICE:** Traffic Speed Cushions

DESCRIPTION	PRICE	UOM	COMMENT
and Adhesive.	17.85	EA	
E. 7" Lag Bolt to Include Washers,Plastic Shield(Anchor)			
and Adhesive. 1,000 Order to Fit Speed Cushion Offered.	2,850.00	EA	
All Bid Item Pricing Includes Shipping			
Funding Sources:			
1000-75-75200-515340-00000000-			
1000-75-75100-524000-PR8123XX-			

HUNTSVILLE

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

Invitation For Bids
Traffic Speed Cushions

Invitation for Bid #:	33-2023-75
Issue Date:	January 26, 2023
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 7, 2023 @ 2:00 PM All questions must be submitted in writing to erin.motes@huntsvilleal.gov
IFB Closing Date:	February 14, 2023 @ 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:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Traffic Speed Cushions 2023

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.

	Specific Functional Requirements	Vendor Compliance	
		YES	NO
1.	**Speed Cushions - General**	X	
A.	All prices shall be quoted F.O.B. City of Huntsville Traffic Engineering Attn: Ron Stephens 2100 Clinton Avenue W Huntsville, AL 35805 256-427-6850 This is the Installation Department for the City of Huntsville.	X	
B.	Prices shall be quoted for Speed Cushion Modules.	X	
C.	All Speed Cushion Modules shall be delivered maximum of 14 days A.R.O.	X	
D.	Descriptive literature with manufacturer's specifications shall accompany each bid.	X	
E.	Speed cushions of various sizes shall be constructed by using the basic footprint dimensions.	X	
F.	Speed cushion shall be within the following dimensions: Width 6' Length 7' And a maximum thickness 3"	X	
G.	Each unit shall include six (6) lag bolts with a 3/8" diameter and adequate epoxy to install each set of six (6) lag bolts. Lag Bolts shall be 7" in length. And include sleeves/anchors and adhesive.	X	
H.	Additional connections between modules shall be provided by a two (2) directional tongue and groove interlocking system.	X	
I.	Entrance and exit gradient shall be 7%.	X	
J.	Side gradient shall be 35%.	X	
K.	Materials shall be a compression molded 100% synthetic and natural recycled rubber.	X	
L.	Physical properties shall include a minimum tensile strength of 500 psi, a minimum shore hardness of 65, and a specific gravity of 1.1.	X	
M.	The rubber modules shall be black with 2 parallel rows of seven (7) each square white markings.	X	
N.	If any materials are not received due to a shipping error, additional hardware and modules shall be available at no additional cost.	X	
O.	If incorrect materials are received due to a shipping Error, additional hardware and modules shall be made available at no additional cost.	X	
P.	Speed cushion installation shall not be provided in this bid.	X	
Q.	All speed cushion modules shall be provided with a two (2) year warranty.	X	
R.	7" Lag Bolt to include washer, plastic shield (anchor) and adhesive. Price to include shipping. Quantities of 500 per order to fit the speed cushion offered.	X	
S.	7" Lag Bolt to include washer, plastic shield (anchor) and adhesive. Price to include shipping. Quantities of 1,000 per order to fit the speed cushion offered.	X	

APPENDIX F
BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

We acknowledge receipt of the following addenda: IFB-33-2023-75

Traffic Speed Cushions

A. Manufacturer Traffic Logix Corporation Model SC76S White Squares

Total Delivered Price (Each Module Configuration) $ 734

Total Extended Price for 120 $ 88,080

Delivery Date (Maximum 14 Days ARO) YES

B. 2 Pieces to Equal a Left side for Repairs to Include 7" Bolts, Washers, Plastic Shield (Anchor) And Adhesive. Price is to include Shipping $ 300

C. 2 Pieces to Equal a Right Side for Repairs to Include 7" Bolts, Washers, Plastic Shield (Anchor) And Adhesive. Price is to include Shipping. $ 300

D. 7" Lag Bolt to Include Washers, Plastic Shield (Anchor) and Adhesive. Price is to include Shipping. $ 17.85

E. 7" Lag Bolt to Include Washer, Plastic Shield (Anchor) and Adhesive. 1,000 order to fit speed cushion offered Price is to include Shipping. $ 2,850

This Price Bid Form is hereby submitted by the undersigned:

Traffic Logix Corp.
Printed legal name of Bidder

Ben Cohen Secretary Treasurer
Printed name of individual/corporate officer/general partner/joint venturer AND Title

Signature

1/31/23
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): Traffic Logix Corporation.
- 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	
☐ General Partnership	
☐ Limited Partnership (LP)	Number & State:
☐ Limited Liability Partnership (LLP)	Number & State:
☐ Limited Liability Company (LLC) (Single Member)	Number & State:
☐ LLC (Multi-Member)	Number & State:
☑ Corporation	Number & State: N/A Not assigned an enitiy number
☐ 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): Senior Sales Manager

Type or legibly write name: Sean Coupland Date: 2/1/2023

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: TRAFFIC LOGIX CORPORATION
FOREIGN LEGAL NAME:
ENTITY TYPE: FOREIGN BUSINESS CORPORATION
SECTIONOF LAW: 1304 BCL - BUSINESS CORPORATION LAW
DATE OF INITIAL DOS FILING: 11/05/2007
EFFECTIVE DATE INITIAL FILING: 11/05/2007
FOREIGN FORMATION DATE: 11/18/2003
COUNTY: ROCKLAND
JURISDICTION: DELAWARE, UNITED STATES

DOS ID: 3589259
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 11/30/2023
NFP CATEGORY:

ENTITY DISPLAY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: BEN COHEN

Address: 3 HARRIET LANE, SPRING VALLEY, NY, UNITED STATES, 10977

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name: LOUIS NEWMAN

Address: 3 HARRIET LN, SPRING VALLEY, NY, UNITED STATES, 10977

Principal Executive Office Address

Address: 3 HARRIET LN, SPRING VALLEY, NY, UNITED STATES, 10977

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Traffic Logix Corporation

Doing-Business-As Name of Proposer:

Traffic Logix Corporation

Principal Office Address:

3 Harriet Lane, Spring Valley. NY. 10977

Telephone Number: 1.866.915.6449 X 205

Fax Number: 1.866.405.6449

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: 2003
Location of incorporation: Delaware
The corporation is held: Publicly X Privately ___

Names and titles of corporate officers:

Louis Newman. Owner

Ben Cohen. Secratary

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

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

_____

_____

_____

_____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

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

_____

_____

_____

_____

2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE

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

City Employee Yes _____ No X____
If "Yes," Department _____

Member of Household City Employee Yes _____ No X____
If "Yes," Name (s) _____

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

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

Signature of Proposer

Sean Coupland
Print or Type Name of Proposer

2/1/2023
Date

Traffic Logix Corporation
Legal Name of Firm

3 Harriet Lane
Mailing Address

Spring Valley NY 10977
City State Zip Code

1.866.915.6449 1.866.405.6449
Phone Fax

scoupland@trafficlogix.com
Email Address

www.trafficlogix.com
Website Address

E-Verify

Company ID Number: 1712140

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

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

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

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

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

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

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

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

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

a. Scanning and uploading the document, or

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

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

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

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

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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

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

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

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

Company ID Number: 1712140

Approved by:

Employer Traffic Logix Corporation	
Name (Please Type or Print) Ben Cohen	Title
Signature Electronically Signed	Date 07/02/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/02/2021

Company ID Number: 1712140

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Traffic Logix Corporation
Company Facility Address	3 Harriet Lane Spring Valley, NY 10977
Company Alternate Address	
County or Parish	ROCKLAND
Employer Identification Number	200606551
North American Industry Classification Systems Code	339
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 1712140

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

NEW YORK	1 site(s)

Company ID Number: 1712140

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

Name	Stanley Ho
Phone Number	(866) 915 - 6449 ext. 410
Fax Number	
Email Address	sho@logixits.com

Name	Hassan El-Asmar
Phone Number	(866) 915 - 6449 ext. 440
Fax Number	
Email Address	helasmar@logixits.com

Name	James Weatherall
Phone Number	(866) 915 - 6449 ext. 222
Fax Number	
Email Address	jweatherall@trafficlogix.com

Name	Ben Cohen
Phone Number	(866) 915 - 6449 ext. 223
Fax Number	(844) 405 - 6449
Email Address	bcohen@trafficlogix.com

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308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-027

Department: Urban Development

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

Resolution authorizing the Mayor to enter into a Lease Agreement between the City of Huntsville and Taco Mama Huntsville, LLC.

Type of Document: Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: 301 Pelham Avenue SW, Unit C8, Huntsville, Alabama
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Tenant shall pay $100 per year for the term of the lease.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2683

Department: Urban Development

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

Resolution authorizing the Mayor to enter into a Lease Agreement between the City of Huntsville and Taco Mama Huntsville, LLC.

Type of Document: Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: 301 Pelham Avenue SW, Unit C8, Huntsville, Alabama
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Tenant shall pay $100 per year for the term of the lease.

RESOLUTION NO. 23-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to enter into that certain Lease Agreement, by and between the CITY OF HUNTSVILLE, an Alabama municipal corporation ("Landlord"), and TACO MAMA HUNTSVILLE, LLC, an Alabama limited liability company ("Tenant"), which said agreement is substantially in words and figures as that certain document attached hereto and identified as "Lease Agreement between the City of Huntsville and Taco Mama Huntsville, LLC," consisting of twelve (12) pages (including exhibits) and the date of March 9, 2023, appearing on the first page thereof, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document after being signed by the Mayor, shall be permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor be and he is hereby authorized to execute the Lease Agreement, on behalf of the City of Huntsville, with such changes as the Mayor deems desirable and necessary, and the authority to execute any and all such documents relevant, required, and/or relating to effect, close, carry out, or complete the real estate transaction or closing contemplated therein.

ADOPTED this the 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of Huntsville, Alabama

LEASE AGREEMENT

CITY OF HUNTSVILLE, ALABAMA, LANDLORD
TACO MAMA HUNTSVILLE, LLC, TENANT

PELHAM AVENUE SW
HUNTSVILLE, ALABAMA

THIS LEASE AGREEMENT (the "Lease") is made as of this 9th day of March, 2023, (the "Effective Date") by and between **City of Huntsville**, a municipal corporation within the State of Alabama ("Landlord"), and **Taco Mama Huntsville, LLC,** an Alabama limited liability company ("Tenant").

1. Demised Description

A. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, that certain property situated on Pelham Avenue, Huntsville, Alabama, being a portion of Tax Parcel PPIN 538049 and being approximately 13 x 8 feet of land, more or less, as more particularly described in **Exhibit A** and depicted in **Exhibit B** attached hereto and incorporated herein by reference for all purposes, together with all improvements now and hereafter located thereon (either the "Premises" or the "Property").

B. Landlord will provide the Premises "as is."

2. Term

The term of this Lease shall commence on the Effective Date (the "Commencement Date") and expire on November 30, 2026 (the "Initial Term").

3. Rent

Beginning on the Commencement Date and continuing during the Term of the Lease, Tenant shall pay to Landlord Rent for the Premises in the amount of One Hundred Dollars ($100.00) per year ("Rent") which shall be paid annually on the anniversary date of the Commencement Date. Provided, Rent shall not be prorated for the last payment even though such period shall not include a full twelve (12) month period.

4. Use

Tenant shall use and occupy the Premises for a walk-in refrigerator (the "Tenant Equipment') to service Tenant's restaurant operated under lease ("Tenant's Restaurant Lease") at 301 Pelham Avenue SW, Unit C8, Huntsville, Alabama (the "Permitted Use") and for no other purposes except those authorized in writing by Landlord. Tenant shall be responsible to obtain all applicable business licenses and permits required for its Permitted Use.

President of the City Council of the
City of Huntsville, Alabama
Date: March 9 , 2023

5. Utilities and Taxes

Tenant shall pay all charges for utility services furnished to and servicing the Tenant Equipment. Tenant shall also pay all ad valorem taxes, assessments and charges which may be assessed and levied upon the Tenant Equipment.

6. Improvements, Alterations, Additions, Installations and Removal Thereof

Tenant shall not make any improvements to the Premises without Landlord's prior written consent, which Landlord may withhold in its sole discretion.

7. Trade Fixtures, Personal Property

The Tenant Equipment shall be and remain the property of Tenant and may be removed by Tenant at any time during the Term of this Lease, provided Tenant is not in default hereunder past any applicable cure period and provided further that Tenant shall repair any damage caused by such removal. If the Tenant Equipment is not so removed by Tenant within thirty (30) days of the expiration or termination of this Lease, the same shall become the property of Landlord and Landlord may dispose of same, without liability on Landlord's part to pay Tenant for same.

8. Maintenance and Repair

Tenant shall at its sole cost and expense make all reasonable and necessary repairs and/or replacements to the Premises, including the Tenant Equipment.

9. Intentionally omitted

10. Indemnification

Tenant agrees to indemnify and hold Landlord and its officers, employees, servants, and agents (collectively "Landlord Indemnified Parties") harmless against all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from: Tenant's conduct, occupancy or management of Tenant's business; its use of the Premises; construction of improvements by Tenant; any breach on the part of Tenant of any conditions of this Lease; or any negligence or willful misconduct of Tenant, its invitees, guests, agents, servants, contractors or employees in the Premises. Notwithstanding anything to the contrary contained herein, the foregoing provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries caused by any negligence or intentional misconduct of Landlord, its agents, servants, contractors or employees. In case of any action or proceeding brought against Landlord and/or any of the Landlord Indemnified Parties by reason of such claim as is described in the initial sentence of this Section 10, Tenant, upon notice from Landlord, covenants to defend such action or proceeding by counsel reasonably acceptable to Landlord, at Tenant's expense.

11. Insurance

Tenant agrees that, throughout the Term of this Lease, Tenant will insure the Premises and the Tenant Equipment with an all-risk policy including coverage against damage by fire, windstorm, sprinkler leakage, earthquake, water damage, and all of the risks and perils usually covered by a "special form" policy of commercial property insurance, including extended coverage and coverage for vandalism and malicious mischief, for the full replacement costs of said improvements. Tenant shall also obtain and keep in force a commercial general liability policy of insurance against claims for personal injury, death or property damage arising out of Tenant's use and occupancy of the Premises. Both of these insurance policies shall name Landlord and said Landlord Indemnified Parties as additional insureds and shall incorporate these Premises into their scope as covered property. The limits of these insurance policies shall mirror those required by Tenant to be maintained under Tenant's Restaurant Lease and, if permitted by Tenant's insurer, may be added to Tenant's existing policies. Said policies shall also provide that the insurer will provide thirty (30) days' written notice to Landlord prior to cancellation. Tenant shall be responsible for payment of the premiums and to provide evidence of said policies to Landlord upon the Effective Date of this Lease and on an annual basis thereafter.

12. Signs

Tenant shall not erect any signage upon the Premises without the prior written consent of Landlord and the Economic Development Department. Any signage shall be subject to applicable zoning and sign ordinances.

13. Casualty Loss

Tenant shall be solely responsible for the security of its Tenant Equipment and protecting the same against loss, including theft and vandalism. If, at any time during the Term, the Tenant Equipment shall be damaged in whole or in part by fire, the elements, theft, vandalism, or other casualty, Tenant shall be solely responsible for repair and/or replacement of the same.

14. Condemnation

In the event the Premises shall be taken in its entirety for public use by city, state, federal government, public authority or other entities or corporations having the power of eminent domain, then this Lease shall terminate as of the date on which possession thereof shall be taken for such public use.

15. Compliance With Laws

Tenant acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, excessively noisy or offensive, or contrary to any law or any regulation, guideline, bylaw or ordinance in force in the state, city or town in which the Premises are situated.

16. Hazardous Substances

As used in this Lease, the term "Hazardous Substance" shall mean: (a) all materials and substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous waste," "toxic chemicals," "solid waste", "infectious waste," or similar terms in (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq., as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499, 100 Stat. 1613), (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq., (iii) the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., or (iv) Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (b) All materials and substances listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances, as the same may be amended or supplemented from time to time; (c) Any material, waste or substance that is or contains (i) petroleum or petroleum derivatives, (ii) asbestos, (iii) polychlorinated byphenals, (iv) flammable explosives, (v) radioactive materials, (vi) radon gas, (vii) lead and lead-based paint, (viii) infectious, carcenogenic or mutagenic materials, or (ix) mold in a condition, location or type that may pose a risk to human life or safety or the environment, or that may cause damage to property; and (d) such other substances, materials and wastes that are or become regulated as hazardous or toxic under applicable local, state or federal law.

During the Term of this Lease, Tenant shall comply with all applicable federal, state, and local laws, regulations, administrative rulings, orders, ordinances, and the like, pertaining to the protection of the environment, including, but not limited to, those regulating the handling and disposal of Hazardous Substances ("Environmental Laws"). Further, during the Term of this Lease, neither Tenant nor any agent or party acting at the direction or with the consent of Tenant shall manufacture, use, treat, store, or dispose of any Hazardous upon the Premises.

Without limiting any other indemnities contained in this Lease, Tenant agrees to indemnify and defend Landlord and the Landlord Indemnified Parties against, and to hold Landlord and the Landlord Indemnified Parties harmless from, any and all claims, demands, losses, liabilities, damages, injuries, costs and expenses (including, but not limited to, fees and disbursements of attorneys, experts and consultants) paid or incurred by, or asserted against, Landlord and/or the Landlord Indemnified Parties for the escape, seepage, leakage, spillage, discharge, emission or release onto or from the Premises, of any Hazardous Substance placed on or under the Premises by Tenant during the Term of this Lease and until possession of the Premises is returned to Landlord. Tenant's obligations under this Section shall survive for a period of 365 days after the expiration or earlier termination of this Lease.

16. Default

In the event that Tenant shall fail to perform any covenant required to be performed Tenant under the terms and provisions of this Lease, including Tenant's covenant to pay Rent, and such failure shall continue unremedied or uncorrected for a period of thirty (30) days (except as to the non-payment of Rent (which shall be cured within ten (10) calendar days from written notice by Landlord) or in the event of emergency self-help exercised by Landlord under Section 22, or such additional time as is reasonably required to correct any such default after the service of written

notice upon Tenant by Landlord hereto, specifying such failure, Landlord shall, at its option, have, in addition to any other right or remedy available to Landlord by law or in equity, the right (i) to terminate this Lease at the expiration of such thirty (30) day period without liability to Tenant, (ii) to exercise the right of self-help under Section 22, or (ii) to pursue any other lawful or equitable remedy permitted by applicable law (including but not limited to the recovery of possession of the Premises and the collection of attorney's fees and costs incurred by Landlord as a result of such default by Tenant).

Additionally, a default under Tenant's Restaurant Lease shall constitute a default under this Lease. Tenant agrees to provide notice to Landlord of any default notice received by Tenant under Tenant's Restaurant Lease and/or any correspondence related to the termination or expiration of Tenant's Restaurant Lease. Should Tenant's Restaurant Lease be terminated for default or for any other reason, or should the same expire prior to this expiration of the Term of this Lease, then this Lease shall automatically terminate upon such termination or expiration of Tenant's Restaurant Lease and Tenant shall thereafter surrender the Premises in accordance with Section 24.

In the event that Landlord shall fail to perform any covenant required to be performed by Landlord under the terms and provisions of this Lease, and such failure shall continue unremedied or uncorrected for a period of thirty (30) days, or such additional time as is reasonably required to correct same after service of written notice upon Landlord by Tenant hereto, specifying such failure, Tenant shall have the right, at its option and as its sole and exclusive remedy hereunder, to terminate the Lease, but without any further liability of Landlord hereunder.

17. Landlord's Right To Enter the Premises

Tenant shall permit Landlord or its contractor, employee or agent to enter the Premises at all reasonable times and upon reasonable notice (and in case of emergency, at any time) to inspect the Premises as may be necessary for the safety or the preservation thereof, or for any other reasonable purposes.

18. Assignment and Subletting

Tenant shall not assign this Lease or sublet the whole or any part of the Premises without the prior written consent of Landlord.

19. Force Majeure

In any case where either party hereto is required to do any act, any delays caused by or resulting from acts of God, war, civil commotion, fire, flood or other casualty, labor difficulties, shortages of labor, materials or equipment, unusual government regulations, pandemic, unusually severe weather, or other causes beyond such party's reasonable control ("Force Majeure") shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time, or "a reasonable time," and such time shall be deemed to be extended by the period of such delay, except that Tenant shall not be relieved of its obligation to pay Rent due to matters of Force Majeure.

20. Quiet Enjoyment

Landlord agrees that if Tenant pays the Rent and performs and observes the agreements, conditions and other provisions on its part to be performed and observed in this Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises during the Term of this Lease without any manner of hindrance from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease.

21. Notice

Whenever in this Lease it is provided that notice shall or may be given to or served upon either of the parties by the other, and whenever either of the parties shall desire to give or serve upon the other any notice with respect to this Lease or the Premises, each such notice shall be in writing and, except as may be otherwise required by law or statute, shall be given or served as follows:

A. If given or served by Landlord, by mailing the same to Tenant by registered or certified mail, return receipt requested, or by overnight courier, addressed to Tenant at the Premises or such other address as Tenant may from time to time designate in written notice to Landlord; or

B. If given or served by Tenant, by mailing the same to Landlord by registered or certified mail, return receipt requested, or by overnight courier, addressed to Landlord at City of Huntsville, Department of Urban Development, Attn: Jim McGuffey, 320 Fountain Circle, Huntsville, Alabama 35801, or such other address as Landlord may from time to time designate in written notice given to Tenant.

22. Self-Help

If Tenant shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default as provided herein, Landlord may, at its option but without obligation, without waiving any claim for damages for breach of this Lease, at any time thereafter, cure such default for the account of Tenant and any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord within fifteen (15) days after receipt of an invoice from Landlord therefore and save Landlord harmless therefrom. Notwithstanding the cure periods set forth in Section 16, in the event of an emergency, Landlord shall have the right to exercise its remedy of self-help immediately without providing a thirty (30) day notice of default to Tenant.

23. Intentionally omitted.

24. Surrender. At the expiration of the term of this Lease, Tenant shall yield the Premises (other than the Tenant Equipment) to Landlord, in reasonable condition, ordinary wear and tear and damage by casualty excepted. Tenant shall remove the Tenant Equipment and repair any damage to the Premises caused by the removal of such property. Any property of Tenant,

including the Tenant Equipment, not so removed by Tenant within thirty (30) days of the expiration or termination of this Lease shall become the property of Landlord and Landlord may dispose of same, without liability on Landlord's part to pay Tenant for same.

25. Holding Over.

A holding over beyond the expiration of any Term of this Lease shall operate as an extension of this Lease on a month-to-month basis expect that Rent shall increase to 110% of the Rent then in effect. The holding over may be terminated by either party at the end of any month by giving thirty (30) days' written notice of termination to the other party.

26. Miscellaneous

A. This Lease shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of law provisions, and if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby.

B. There are no oral or written agreements between Landlord and Tenant affecting this Lease. This Lease may be amended only by instrument in writing executed by Landlord and Tenant.

C. The titles of the several paragraphs contained herein are for convenience only and shall not be considered in construing this Lease.

D. Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns and those claiming through or under them respectively.

E. The failure of either party to this Lease to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies that party may have and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants, or conditions.

F. Landlord and Tenant each represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease. Each party shall indemnify, protect, defend, and hold harmless the other party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses for any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent.

G. The execution and delivery of the Lease by Landlord is contingent upon approval of this Lease by the City Council of the City of Huntsville.

[Signatures on Following Pages]

WITNESS our hands and seals as of the 9th day of March, 2023, being the effective date of this instrument for all purposes.

LANDLORD:

CITY OF HUNTSVILLE
a municipal corporation in the State of Alabama

Attest:

By: _____
Printed Name: Shaundrika Edwards
Title: Clerk-Treasurer (Interim)

By: _____
Printed Name: Tommy Battle
Title: Mayor

TENANT:

TACO MAMA HUNTSVILLE, LLC,
an Alabama limited liability company

Witness:

By: Caroline N. Walker
Printed Name: Caroline N. Walker

By: Christian D. Brown
Printed Name: Christian D. Brown
Title: MEMBER

Acknowledgement by City of Huntsville, as Landlord.

State of Alabama)

County of Madison)

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

**Shaundrika Edwards

**Interim

Given under my hand and seal, this the 9th day of March, 2023.

Notary Public
My Commission Expires _____

Acknowledgement by Taco Mama Huntsville, LLC, as Tenant.

State of Alabama)

County of Madison)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Christian D. Brown, whose name as MEMBER of Taco Mama Huntsville, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of the instrument, he, as such MEMBER and with full authority, executed the same voluntarily for and on behalf of said company on the day the same bears date.

Given under my hand and seal, this the 17th day of FEBRUARY, 2023.

Caroline N. Walker
Notary Public
My Commission Expires 5/12/26

CAROLINE N. WALKER
MY COMMISSION EXPIRES
MAY 12, 2026
NOTARY PUBLIC
STATE OF ALABAMA

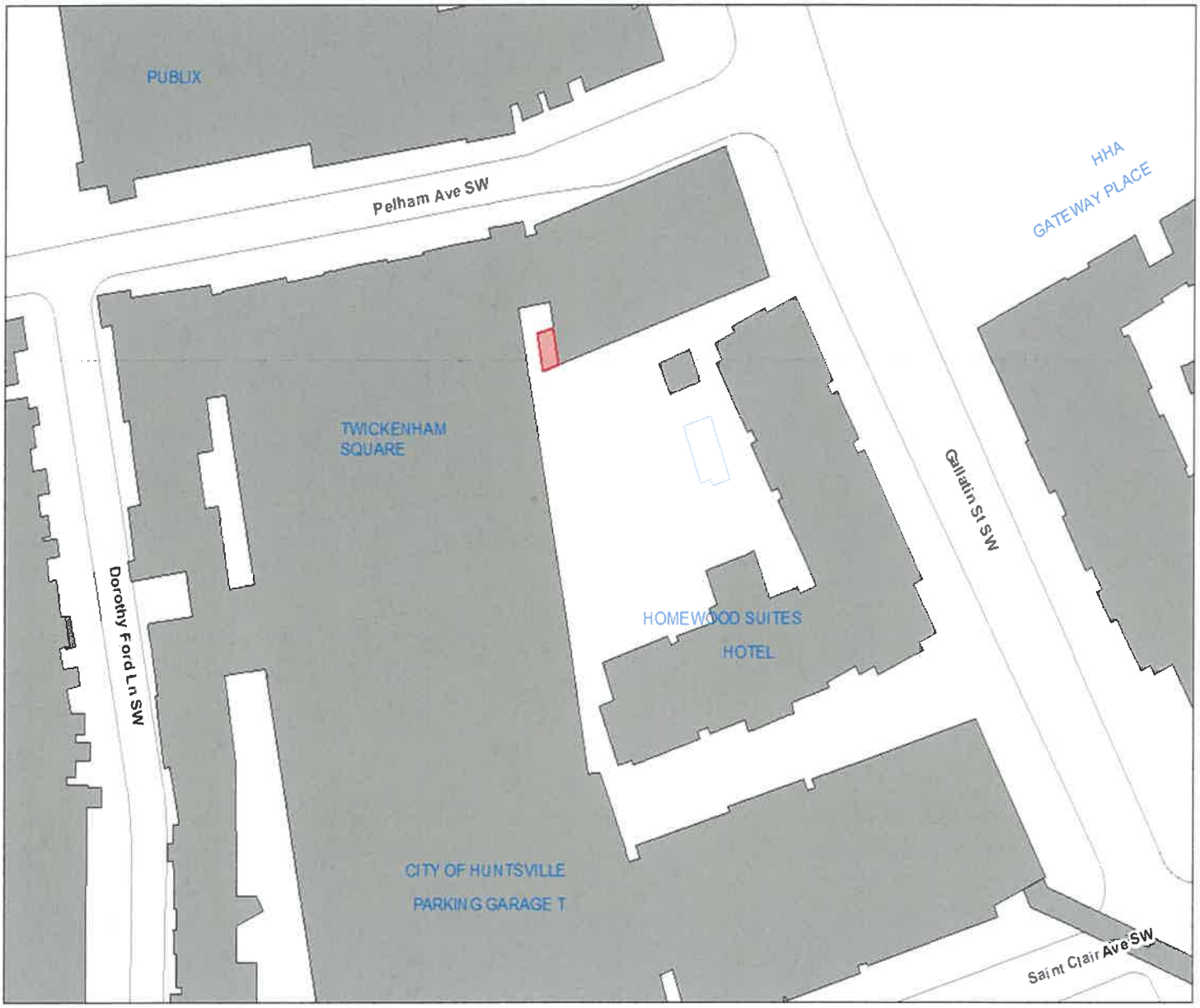
Exhibit A: Description of Premises

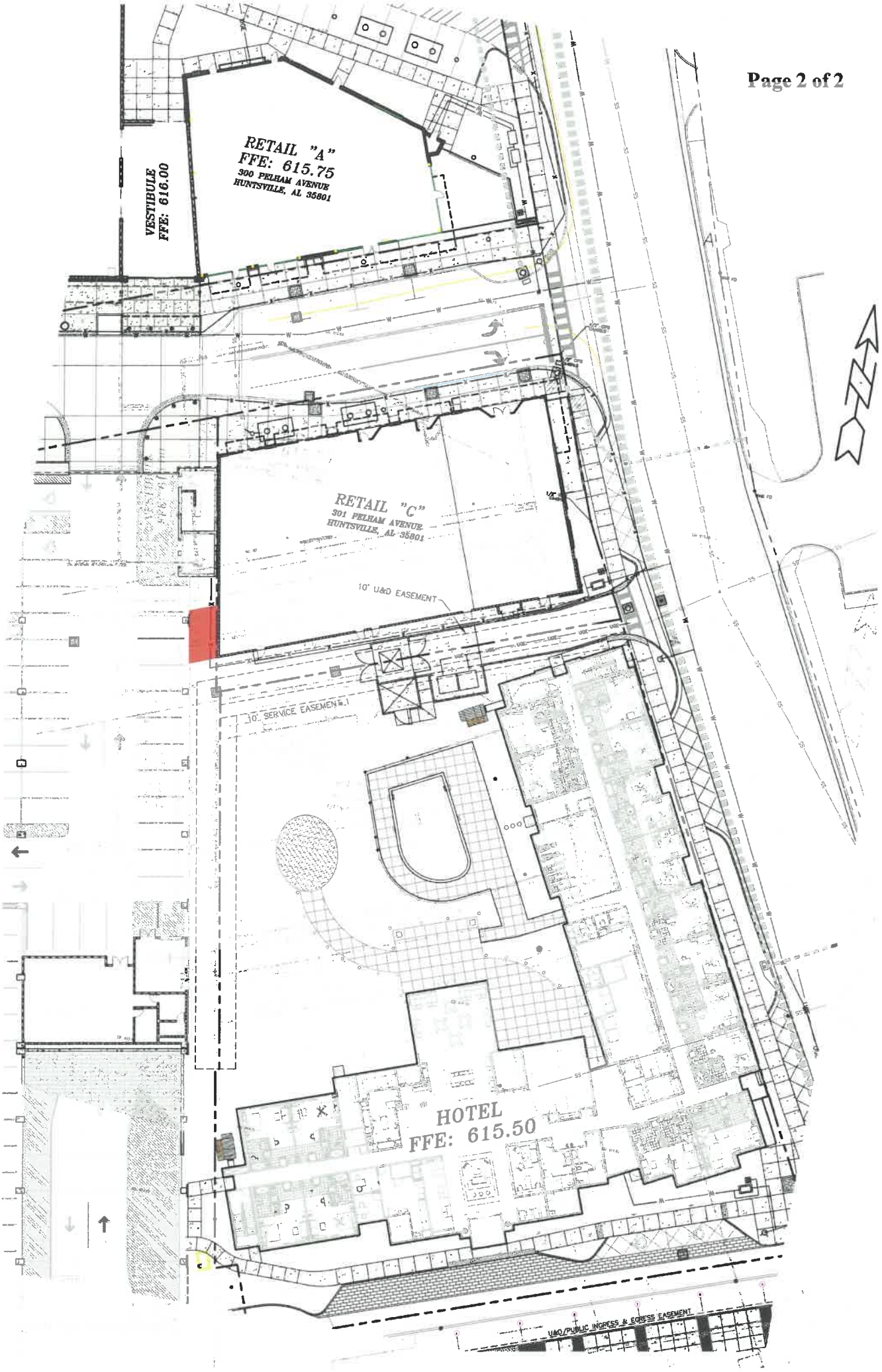
The Premises is a 13 x 8 foot parcel located at Pelham Avenue, Huntsville, Alabama, and is further described as:

A portion of Lot 4A Twickenham Square Subdivision Phase II as recorded in Plat Book 20120905000567540, in the Office of the Judge of Probate of Madison County, Alabama.

Being a portion of Tax Parcel No. 17-01-01-2-000-019.004 (PPIN 538049)

Exhibit B: Depiction of Premises




VESTIBULE
FFE: 616.00
RETAIL "A"
FFE: 615.75
300 PELHAM AVENUE
HUNTSVILLE, AL 35801
RETAIL "C"
301 PELHAM AVENUE
HUNTSVILLE, AL 35801
10' U&D EASEMENT
10' SERVICE EASEMENT
HOTEL
FFE: 615.50
U&D/PUBLIC INGRESS & EGRESS EASEMENT

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-028

Department: Administration

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

Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and 4Ward Media.

Type of Document: Resolution No.

Finance Information:

Account Number: 1000-10-10200-515370-00000000

City Cost Amount: NTE $20,000

Total Cost: NTE $20,000

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-028

Department: Administration

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

Resolution authorizing the Mayor to enter into a Consulting Agreement by and between the City of Huntsville and 4Ward Media.

Type of Document: Resolution No.

Finance Information:

Account Number: 1000-10-10200-515370-00000000

City Cost Amount: NTE 20,000

Total Cost: NTE $20,000

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 23 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into a consulting 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 9, 2023, 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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of Huntsville,
Alabama

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 9th day of March, 2023, 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, 2023 and continuing through March 15, 2024.

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:_____
Shaundrika Edwards

ITS: Interim City Clerk-Treasurer

BY:_____
Tommy Battle

ITS: Mayor

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-029

Department: Administration

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

Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and Sound Source, Inc.

Type of Document: Resolution No.

Finance Information:

Account Number: 100-10-10200-515370-00000000

City Cost Amount: NTE $20,000

Total Cost: NTE $20,000

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2686

Department: Administration

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Sound Source, Inc.

Type of Document: Resolution No.

Finance Information:

Account Number: 100-10-10200-515370-00000000

City Cost Amount: $20,000.00

Total Cost: $20,000.00

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA

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

Additional Comments:

RESOLUTION NO. 23 - _____

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 Sound Source Inc., 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 Sound Source Inc.," consisting of three (3) pages with the date of March 9, 2023, 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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND SOUND SOURCE INC.

THIS AGREEMENT is made and entered into on the 9th day of March, 2023, by and between Sound Source Inc., an Alabama corporation, 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. Sound Source, Inc. shall provide services as a Consultant to the City Administration and shall provide videography services. The scope of services to be performed by Sound Source, Inc. shall include the following:

> Sound Source, Inc. 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 Sound Source, Inc. pursuant to this agreement. Sound Source, Inc. 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 Sound Source, Inc. may make contributions in the form of copyrightable works of authorship. Sound Source, Inc. 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 Sound Source, Inc. desires the right to thereafter use said works, the City hereby provides to Sound Source, Inc. a royalty-free, non-exclusive, license to subsequently use, copy, and distribute, said works

2. Sound Source, Inc. 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, 2023 and continuing through March 15, 2024.

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 Sound Source, Inc. the rate of Forty Dollars ($40.00) per hour for work performed pursuant to this agreement. When each task assignment is made, Sound Source, Inc., 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. Sound Source, Inc. 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 Sound Source, Inc. in a timely manner upon its receipt of an invoice. The total amount paid to Sound Source, Inc. 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. Sound Source, Inc. 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. Sound Source, Inc. 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. Sound Source, Inc. 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. Sound Source, Inc. 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.

Sound Source, Inc. MEDIA PRODUCTIONS, LLC

_____

By:

Its:_____

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

ATTEST:

By:_____
Shaundrika Edwards
ITS: Interim City Clerk-Treasurer

BY:_____
Tommy Battle
ITS: Mayor

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-030

Department: Administration

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

Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and Amanda Elliott.

Type of Document: Resolution No.

Finance Information:

Account Number: 1000-10-10200-515370-00000000

City Cost Amount: NTE $20,000

Total Cost: NTE $20,000

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2664

Department: Administration

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

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Amanda Elliott.

Type of Document: Resolution No.

Finance Information:

Account Number: 1000-10-10200-515370-00000000

City Cost Amount: $20,000.00

Total Cost: $20,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 23 - _____

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 9, 2023, 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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of Huntsville,
Alabama

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 9th day of March, 2023, 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, 2023 and continuing through April 28, 2024.

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: Shaundrika Edwards
ITS: Interim City Clerk-Treasurer

BY: Tommy Battle
ITS: Mayor

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-031

Department: Administration

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

Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and Jeff White, DBA Jeff White Photographer.

Type of Document: Resolution No.

Finance Information:

Account Number: 1000-10-10200-515370-00000000

City Cost Amount: NTE $20,000

Total Cost: NTE $20,000

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2685

Department: Administration

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

Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and Jeff White, DBA Jeff White Photographer.

Type of Document: Resolution No.

Finance Information:

Account Number: 1000-10-10200-515370-00000000

City Cost Amount: $20,000.00

Total Cost: $20,000.00

Special Circumstances:

Grant Funded: $ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 23 - _____

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, DBA 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 9, 2023, 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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of Huntsville,
Alabama

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 9th day of March, 2023, 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, 2023 and continuing through April 28, 2024.

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

ATTEST:

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

By: _____
Shaundrika Edwards
ITS: Interim City Clerk-Treasurer

BY: _____
Tommy Battle
ITS: Mayor

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-032

Department: Human Resources

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

Resolution authorizing the Mayor to execute Modification No. 1 to the Enrollment Agreement between the City of Huntsville and Blue Cross Blue Shield of Alabama to add Flex Access Program effective July 1, 2023.

Type of Document: Resolution No.

Finance Information: N/A

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:N/A

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: This agreement is needed to discontinue the specialty drug coupon program that is being replaced by the new FlexAccess copay assistance program.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2684

Department: Human Resources

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

Resolution authorizing the Mayor to execute Modification No. 1 to the Enrollment Agreement between the City of Huntsville and Blue Cross Blue Shield of Alabama to add Flex Access Program effective July 1, 2023.

Type of Document: Resolution No.

Finance Information: N/A

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:N/A

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: This agreement is needed to discontinue the specialty drug coupon program that is being replaced by the new FlexAccess copay assistance program.

RESOLUTION NO. 23-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, and the Mayor be, and is hereby authorized, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to execute Modification No. 1 to the Agreement between the City of Huntsville and Blue Cross Blue Shield of Alabama for third party administrative services on the City's group health plan, adopted and approved on the 8th day of September, 2022, by the City Council of the City of Huntsville, Alabama by Resolution No. 22-724.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Agreement is substantially in words and figures similar to that document attached hereto and identified as, "Modification No. 1 to the Enrollment Agreement between the City of Huntsville and Blue Cross and Blue Shield of Alabama to add Flex Access Program, effective July 1, 2023," consisting of two (2) pages, and the date of March 9, 2023, appearing on the margin of the first page, together with the 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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of Huntsville,
Alabama

BlueCross BlueShield of Alabama

An Independent Licensee of the Blue Cross and Blue Shield Association

Amendment to Enrollment Agreement

Customized BCBSAL Plan

Group Name: City Of Huntsville
Group Number: 29092, 92751
Corporate Code: 290920001
Effective Date: 7/1/2023

Financial: Self Funded
Divisions: All
Document Type: Benefit Change

PHYSICAL ADDRESS

Address 1: 308 Fountain Cir Sw
Address 2:
County: Madison
County Code: 45

City: Huntsville
State: AL
Zip: 35801-4240

BILLING ADDRESS

Address 1: 308 Fountain Cir Sw
Address 2: Po Box 308
County: Madison

City: Huntsville
State: AL
Zip: 35801-4240

GROUP CONTACTS

	Sal.	Name	Title	Telephone	Email
Billing:	MS	Shaundrika Edwards	Insurance & Benefits Manager	(256) 427-5244	shaundrika.edwards@huntsvilleal.gov
Benefits:	MS	Shaundrika Edwards	Insurance & Benefits Manager	(256) 427-5244	shaundrika.edwards@huntsvilleal.gov
Decision:	MR	Byron Thomas	Director Of HR	(256) 427-5240	byron.thomas@huntsvilleal.gov

BCBSAL REPRESENTATIVES

	Name	Telephone	Email
Account Executive:	Grant Cochran		Grant.Cochran@bcbsal.org
Account Manager:	Sarah Grogan	205/220-4306	Sarah.Grogan@bcbsal.org

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners: 55433
Employer Identification Number: 63-0103830

Pharmacy Changes

FlexAccess

Add FlexAccess Program, effective 07/01/2023.

President of the City Council of the City of Huntsville, Alabama
Date: 3/9/2023

The administrative fee for the FlexAccess Program is 20% of the savings amount per eligible claim. Retail drugs listed on AlabamaBlue.com/FlexAccessDrugList are included in the Program ("Program-eligible drugs") and may change from time to time.

The cost share for Program-eligible drugs will vary based on available manufacturer assistance (such as manufacturer cost share assistance, manufacturer discount plans and/or manufacturer coupons). If assistance is available, member's out-of-pocket will be set by the drug manufacturer assistance program. Once assistance is exhausted, member's out-of-pocket will remain the same and Group will be responsible for any remaining approved drug cost. If member is deemed ineligible for assistance, claims will process at the standard benefit level. Eligible members who choose not to participate in the Program's enrollment process may be responsible for a cost share equal to the full amount of available manufacturer assistance for any Program-eligible drug.

Amounts paid out-of-pocket by member will apply towards deductible or out-of-pocket maximum. Any reimbursement or payment by a drug manufacturer assistance program under this Program may not apply towards the member's deductible or out-of-pocket maximum. (FXS)

Pharmacy Coordination of Benefits

Non-Duplicate COB (Prime 01)
Employer chooses the Prime 01 method of coordination of benefits (COB) for pharmacy claims. This method applies primary benefits to the charge first, and then subtracts the other carrier's payment.

Special Instructions

All other arrangements remain the same.

Riders and codes are for internal use only.

Customer Signature Authorized Representative	Blue Cross and Blue Shield of Alabama Representative
Mayor Title	Account Manager Title
3/9/2023 Date	2/2/2023 Date

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-033

Department: Human Resources

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

Resolution authorizing the Mayor to enter into a Contract by and between the City of Huntsville and Huntsville Botanical Garden to secure a venue for the Longevity Banquet for eligible employees.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

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

Additional Comments:
NA

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2698

Department: Human Resources

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Huntsville Botanical Garden to secure a venue for the Longevity Banquet for eligible employees.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA

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

Additional Comments:

NA

RESOLUTION NO. 23-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a contract by and between the City of Huntsville and Huntsville Botanical Garden to secure a venue for the Longevity Banquet for eligible employees, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said contract is substantially in words and figures as that certain document attached hereto as identified as "Contract by and between the City of Huntsville and Huntsville Botanical Garden," consisting of eight (8) pages, and the date of March 9, 2023, appearing on the margin of the first page, together with the signature of the President of the City Council, and an executed copy of said document after being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

Mayor of the City of Huntsville,
Alabama

HUNTSVILLE BOTANICAL GARDEN
4747 Bob Wallace Ave SW Huntsville, Alabama 35805 P: (256) 830-4447

CONTRACT

EVENT: City of Huntsville Longevity Banquet
ACCOUNT: Corporate Rentals 2023
CONTACT: Danielle Thompson
PHONE: 2564275241
EMAIL: danielle.thompson@huntsvilleal.gov
ADDRESS:

DATE: 4/4/2023 - 4/4/2023
LOCATION: Huntsville Botanical Garden
EVENT PLANNER: Ashlynn Phillips
PHONE: 256 830 4447 ext. 251
EMAIL aphillips@hsvbg.org
MANAGER:

SCHEDULE OF EVENTS

Name	Date	Time	Guests	Rental	Setup Start	Teardown End	Areas
City of Huntsville Longevity Banquet	4/4/2023	6:00 pm – 8:00 pm	130	$2,400.00	11:00 am	9:00 pm	Arbor

ROOM RENTAL

Tue, 4/4/2023 **6:00 PM - 8:00 PM**
Corporate Reception **Arbor**

Qty		Price	Total
1	Arbor	$2,400.00	$2,400.00
	Damage Deposit (Credit Card on File)	$500.00	

BILLING

		Total
Room Rental		$2,400.00
Subtotal		$2,400.00
Grand Total		$2,400.00
Deposit		$0.00
Rental Deposit (Due 3/4/2023)	Unpaid	$2,400.00
Estimated Amount Due		**$2,400.00**

HUNTSVILLE BOTANICAL GARDEN
4747 Bob Wallace Ave SW Huntsville, Alabama 35805 P: (256) 830-4447

TERMS & CONDITIONS

Rental Terms & Conditions

The terms and conditions of the contract will not be discussed with anyone other than the contractee or a designated individual assigned by the contractee.

The Huntsville Botanical Garden is a year-round botanical oasis that hosts multiple annual exhibits and ever-changing landscapes. On occasion, we encounter challenges in plantings, construction, maintenance and other issues, and the views and vistas may change from season to season.

Please note that all outdoor rental venues, except for the Pavilion and the Amphitheater, *require* rental of an indoor facility to provide guests with shelter in the event of inclement weather.

Smoking is not permitted in any of the buildings under any circumstances.

Booking Reservations

An event may be booked in person, by phone or email. Events are booked only when the Garden receives within one week:

1. The rental agreement signed by the person responsible for payment
2. The non-refundable rental deposit (50% of the rental fee)
3. Terms and Conditions, initialed and signed

Please make checks payable to Huntsville Botanical Garden.

Final Payment

The final payment includes the rental balance and any other costs incurred by the event that may include, but not limited to, additional time purchased, bartender fee, damage deposit, etc. This final payment is due 30 days prior to the event.

Cancellations

If a reservation is cancelled within three days of booking, the Garden will charge the client an additional administration fee of 10% of the total rental fee. If a reservation is cancelled within 30 days of the event, the Garden withholds the entire rental fee. A date transfer (from one date to another) is considered a cancellation and all policies listed above apply. The new date selected would be considered a new contract and full rental fees would apply.

Force Majeure

The performance of the Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority. Curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones make it illegal, impossible, inadvisable, or commercially impossible to fully perform the terms of the Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty. Refunds for any rental fees paid, other than the non-refundable deposit will be reviewed on a

case by case basis. All cancellations must be by written notice to the other party. Email is an acceptable written notice.

Damage Deposit

A damage deposit is required (separate check or credit card number) at the time of the final payment. The damage deposit will be returned following the event provided all venues are clean and damage free. Damage includes, but is not limited to damage to garden property, facilities, equipment or grounds the day of rental. Any violations of the Garden's alcohol policies will result in a $500 fine withheld from the damage deposit. All decorations, both inside and outside, must be removed. This includes, but is not limited to, rental furniture and equipment, glitter, flowers, cake, and food.

Outdoor Venues

All outdoor venues (except for the Pavilion or the Amphitheater) require rental of an indoor facility to provide guests with restroom access and shelter in the event of inclement weather.

Rental Venue Availability

The venue will *not* be available for setup until the start time as stated on the Rental Agreement. must be on duty before a client can take possession of a venue. Any violation of these terms may result in forfeiture of the damage deposit and/or additional fees..

Outdoor Furniture and Equipment Rentals

The Garden does *not* supply outdoor furniture. Outdoor rental furniture is permitted in designated areas. All rental furniture and equipment (such as china, linens, glassware, etc.) must be delivered on the day of the event. Rental furniture must be picked up immediately following the event at a designated time stipulated in the agreement. The Garden is not responsible for the setup and/or breakdown of rental items. The Garden reserves the right to determine appropriate setup and breakdown times for rental items, and to charge an additional day rental fee for unscheduled early deliveries or late pick-ups. The Garden is not responsible for rental items left on the premises.

Indoor Furniture

The Garden provides event furniture in all indoor rental venues. Vendors providing rental furniture for all events must be included on your vendor list. Under no circumstances can existing Garden-owned furniture be removed from the venue(s).

Schedule

Rentals hours include set-up, break-down, and the actual event. Additional hours may be purchased 30-days prior to event. Actual event time in all venues must end no later than 11:00 p.m. (allowing until 12:00 a.m. for break-down). All bars scheduled for four hours *must* close 30-minutes prior to the end of an event.

Clean-up and Trash

Remove all decorations and supplies. Clear all tables of food, tablecloths, supplies, decorations, etc., and take the trash to the dumpster container located outside. Extra trash bags are provided. Any remaining trash resulting from an event in space(s) or not placed in trash receptacle containers located outside is subject to loss of the damage deposit.

Security

A security officer will be present for all events after Garden hours and for all events with alcohol beverage service. All items brought on to Huntsville Botanical Garden's property will be subject to search.

Alcohol

- The Garden retains its own liquor Clients and their guests must purchase alcohol only from the Huntsville Botanical Garden as required by Alabama state law.
- **Under no circumstances may any client or guest bring outside alcohol onto Huntsville Botanical Garden property.** If outside alcohol is brought onto the Huntsville Botanical Garden property, the contractee will be fined $500. The alcohol will be confiscated and disposed of per Alabama State Law. The bar service will be suspended until the issue is resolved.
- The Garden reserves the right to ID anyone requesting alcohol, refuse alcohol service to any individual, and/or shut down the entire bar service at any time the situation is warranted, by Garden staff.
- The client pays for all alcoholic beverages for a host or open bar. The Garden requires an authorized credit card to be on file with your submission of the bar package. Credit card will be charged the next business day following the event.
- All events serving alcohol require security.
- One bartender is required for every 100 guests.
- Bars must close 30 minutes prior to the end of an event.
- 20% gratuity and applicable sales tax will be added to the invoice for a host/open bar.

Catering

The Garden does not provide catering services. Only HBG approved caterers may provide services for venue rentals. The list of Exclusive Caterers is available through the Hospitality Services office. If the client wishes to pick a caterer not on the HBG Exclusive Caterer list then said client will pay $500 and complete the following task for caterer approval with HBG. Client must make sure their chosen cater submits a signed Caterer Agreement, Certificate of Insurance, Food Inspection Score, and completes a credit card authorization form. A caterer is required to clean the catering kitchen after an event. A Catering Checklist will be provided and applies to the caterer using our kitchens. The kitchens are equipped with standard catering appliances and equipment. The Garden provides trash bags. Please note: The Garden does not provide utensils (cooking and otherwise), ingredients, tablecloths or other linens, towels, potholders, coffee pots, or dish washing cleaning supplies.

Caterers are responsible for the safe care of all HBG appliances. Please report any malfunctions to the Garden staff. Do not use harsh abrasives on stainless steel surfaces. Any damage or facility left dirty will result in loss of catering deposit.

Drop-offs are permitted provided the client understands that the client assumes responsibility of kitchen clean-up. If the state of the kitchen is not returned its the former condition then the client can be charged upwards of $300. During drop-offs, clients have access to water and ice only within the kitchens and shall not use any appliance.

Decorations

No nails, staples, or push pins are allowed. No Command Hooks on the walls. No glitter or spray streamer (Silly String). Gaffers tape is the only tape permitted to secure cords, paper, linens, etc. to floors and must be removed immediately following the event. Existing furniture, artwork, potted plants, and fixtures, indoor and outdoor, must remain in place. Bubbles, lavender, and real flower petals may be used for the ceremony toss in outdoor spaces. ***NO* rice, seeds, sparklers, silk petals, tinsel, or paper products of any kind may be used.** Sky lanterns are not allowed and cannot be released at the Garden. Balloons may be used as décor but cannot be released at the Garden. Candles are allowed if they are enclosed in glass where the edge of the glass is higher than the flame (no taper candles or candelabras). Any decorations left behind shall result in forfeiture of damage deposit. The Garden is not responsible for personal items left at the Garden.

Drapery

No drapery may block any fire exits at any time as per fire code.

Signage

The Garden will provide directional signage for your event. No advertising/company/political signs may be staked on Garden property.

Wedding Rehearsals



HUNTSVILLE BOTANICAL GARDEN
4747 Bob Wallace Ave SW Huntsville, Alabama 35805 P: (256) 830-4447

CREDIT CARD AUTHORIZATION

EVENT: City of Huntsville Longevity Banquet
ACCOUNT: Corporate Rentals 2023
CONTACT: Danielle Thompson
PHONE: 2564275241
EMAIL: danielle.thompson@huntsvilleal.gov
ADDRESS:

DATE: 4/4/2023 - 4/4/2023
LOCATION: Huntsville Botanical Garden
EVENT PLANNER: Ashlynn Phillips
PHONE: 256 830 4447 ext. 251
EMAIL aphillips@hsvbg.org
MANAGER:

Please fill in online in the following form to secure your reservation on 4/4/2023 at Huntsville Botanical Garden. The deposit for this booking will be charged to the card entered. The remaining balance will be presented to the host at the close of the event or can use the card on file.

Credit Card Type:	
Name on Credit Card:	
Credit Card Number:	Security Code:
Expiration Date:	
Credit Card Billing Address:	
I understand that by signing this Credit Card Authorization form that this credit card will be charged in accordance with our terms.	
Cardholder's Signature:	
Print Name:	
Date:	

Electronic Signature

Electronic Signature

		Total
Room Rental		$2,400.00
Subtotal		$2,400.00
Grand Total		$2,400.00
Deposit		$0.00
Rental Deposit (Due 3/4/2023)	Unpaid	$2,400.00

Estimated Amount Due **$2,400.00**

		Total
Room Rental		$2,400.00
Subtotal		$2,400.00
Grand Total		$2,400.00
Deposit		$0.00
Rental Deposit (Due 3/4/2023)	Unpaid	$2,400.00
Estimated Amount Due		**$2,400.00**

Electronic Signature

A one-hour rehearsal may be arranged on a day before the wedding. The rehearsal should take place during the regular Garden hours. Rehearsal location is subject to availability and may be scheduled 30 days before the wedding. The Garden is not responsible for any lost or stolen items.

Guests

Rental of a Garden facility includes admission for all guests invited to the event. However, after the Garden closes, guests must remain in the rented area only. Please supervise children for their safety, especially around pond areas.

Photography for Events

The Garden is available for photo opportunities during a venue rental to guests of a rented venue. Photography sessions included in wedding packages must be scheduled with the Hospitality Services office.

Photography Release

The Garden reserves the right to use event photographs released to the Garden for marketing purposes. The client must submit in writing any deviation from this release.

Drones for Photography

The Garden is in restricted airspace. Drone operators must meet all conditions set forth in the Drone Photography Policy and submit a request to the Hospitality Services office.

Audio/Video

The Garden provides A/V connections in all indoor rental venues, including microphones, screens, and sound. The client must provide laptops, smartphones, etc. Please confirm your equipment is compatible with the Garden's before your event.

Emergencies

Locate the fire extinguisher and emergency exits. Please notify the Garden staff or Security Officer in case of an emergency.

Vendor Deliveries and Parking

Maps with directions to each loading area are available through the Hospitality Services office. No parking at yellow painted curbs, unloading only.

The following documents are due to the Garden 30 days prior to event. Failure to submit within this timeline will result in additional fees or cancellation. Any changes after 30 days are subject to additional fees.

- Final Payment
- Approved vendor list for all vendors providing
- Bar contract (with credit card authorization)
- Contact information (point of contact)
- Event Details (floor plan, guest count)

Client Signature

Mayor of the City of Huntsville, Alabama

Date: 3/9/2023

Venue Staff Signature

Printed Name: Ashlynn Phillips
Initials: AP
Signed: 3/2/2023 at 1:03 pm

HUNTSVILLE BOTANICAL GARDEN
4747 Bob Wallace Ave SW Huntsville, Alabama 35805 P: (256) 830-4447

CONTRACT

EVENT: City of Huntsville Longevity Banquet
ACCOUNT: Corporate Rentals 2023
CONTACT: Danielle Thompson
PHONE: 2564275241
EMAIL: danielle.thompson@huntsvilleal.gov
ADDRESS:

DATE: 4/4/2023 - 4/4/2023
LOCATION: Huntsville Botanical Garden
EVENT PLANNER: Ashlynn Phillips
PHONE: 256 830 4447 ext. 251
EMAIL aphillips@hsvbg.org
MANAGER:

SCHEDULE OF EVENTS

Name	Date	Time	Guests	Rental	Setup Start	Teardown End	Areas
City of Huntsville Longevity Banquet	4/4/2023	6:00 pm – 8:00 pm	130	$2,400.00	11:00 am	9:00 pm	Arbor

ROOM RENTAL

Tue, 4/4/2023 **6:00 PM - 8:00 PM**
Corporate Reception **Arbor**

Qty		Price	Total
1	Arbor	$2,400.00	$2,400.00
	Damage Deposit (Credit Card on File)	$500.00	

BILLING

		Total
Room Rental		$2,400.00
Subtotal		$2,400.00
Grand Total		$2,400.00
Deposit		$0.00
Rental Deposit (Due 3/4/2023)	Unpaid	$2,400.00
Estimated Amount Due		**$2,400.00**

HUNTSVILLE BOTANICAL GARDEN
4747 Bob Wallace Ave SW Huntsville, Alabama 35805 P: (256) 830-4447

TERMS & CONDITIONS

Rental Terms & Conditions

The terms and conditions of the contract will not be discussed with anyone other than the contractee or a designated individual assigned by the contractee.

The Huntsville Botanical Garden is a year-round botanical oasis that hosts multiple annual exhibits and ever-changing landscapes. On occasion, we encounter challenges in plantings, construction, maintenance and other issues, and the views and vistas may change from season to season.

Please note that all outdoor rental venues, except for the Pavilion and the Amphitheater, *require* rental of an indoor facility to provide guests with shelter in the event of inclement weather.

Smoking is not permitted in any of the buildings under any circumstances.

Booking Reservations

An event may be booked in person, by phone or email. Events are booked only when the Garden receives within one week:

1. The rental agreement signed by the person responsible for payment
2. The non-refundable rental deposit (50% of the rental fee)
3. Terms and Conditions, initialed and signed

Please make checks payable to Huntsville Botanical Garden.

Final Payment

The final payment includes the rental balance and any other costs incurred by the event that may include, but not limited to, additional time purchased, bartender fee, damage deposit, etc. This final payment is due 30 days prior to the event.

Cancellations

If a reservation is cancelled within three days of booking, the Garden will charge the client an additional administration fee of 10% of the total rental fee. If a reservation is cancelled within 30 days of the event, the Garden withholds the entire rental fee. A date transfer (from one date to another) is considered a cancellation and all policies listed above apply. The new date selected would be considered a new contract and full rental fees would apply.

Force Majeure

The performance of the Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority. Curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones make it illegal, impossible, inadvisable, or commercially impossible to fully perform the terms of the Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty. Refunds for any rental fees paid, other than the non-refundable deposit will be reviewed on a

case by case basis. All cancellations must be by written notice to the other party. Email is an acceptable written notice.

Damage Deposit

A damage deposit is required (separate check or credit card number) at the time of the final payment. The damage deposit will be returned following the event provided all venues are clean and damage free. Damage includes, but is not limited to damage to garden property, facilities, equipment or grounds the day of rental. Any violations of the Garden's alcohol policies will result in a $500 fine withheld from the damage deposit. All decorations, both inside and outside, must be removed. This includes, but is not limited to, rental furniture and equipment, glitter, flowers, cake, and food.

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Indoor Furniture

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Schedule

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Clean-up and Trash

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A security officer will be present for all events after Garden hours and for all events with alcohol beverage service. All items brought on to Huntsville Botanical Garden's property will be subject to search.

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- **Under no circumstances may any client or guest bring outside alcohol onto Huntsville Botanical Garden property.** If outside alcohol is brought onto the Huntsville Botanical Garden property, the contractee will be fined $500. The alcohol will be confiscated and disposed of per Alabama State Law. The bar service will be suspended until the issue is resolved.
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No drapery may block any fire exits at any time as per fire code.

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Wedding Rehearsals



HUNTSVILLE BOTANICAL GARDEN
4747 Bob Wallace Ave SW Huntsville, Alabama 35805 P: (256) 830-4447

CREDIT CARD AUTHORIZATION

EVENT: City of Huntsville Longevity Banquet
ACCOUNT: Corporate Rentals 2023
CONTACT: Danielle Thompson
PHONE: 2564275241
EMAIL: danielle.thompson@huntsvilleal.gov
ADDRESS:

DATE: 4/4/2023 - 4/4/2023
LOCATION: Huntsville Botanical Garden
EVENT PLANNER: Ashlynn Phillips
PHONE: 256 830 4447 ext. 251
EMAIL aphillips@hsvbg.org
MANAGER:

Please fill in online in the following form to secure your reservation on 4/4/2023 at Huntsville Botanical Garden. The deposit for this booking will be charged to the card entered. The remaining balance will be presented to the host at the close of the event or can use the card on file.

Credit Card Type:	
Name on Credit Card:	
Credit Card Number:	Security Code:
Expiration Date:	
Credit Card Billing Address:	
I understand that by signing this Credit Card Authorization form that this credit card will be charged in accordance with our terms.	
Cardholder's Signature:	
Print Name:	
Date:	

Electronic Signature

Electronic Signature

		Total
Room Rental		$2,400.00
Subtotal		$2,400.00
Grand Total		$2,400.00
Deposit		$0.00
Rental Deposit (Due 3/4/2023)	Unpaid	$2,400.00

Estimated Amount Due **$2,400.00**

		Total
Room Rental		$2,400.00
Subtotal		$2,400.00
Grand Total		$2,400.00
Deposit		$0.00
Rental Deposit (Due 3/4/2023)	Unpaid	$2,400.00
Estimated Amount Due		**$2,400.00**

Electronic Signature

A one-hour rehearsal may be arranged on a day before the wedding. The rehearsal should take place during the regular Garden hours. Rehearsal location is subject to availability and may be scheduled 30 days before the wedding. The Garden is not responsible for any lost or stolen items.

Guests

Rental of a Garden facility includes admission for all guests invited to the event. However, after the Garden closes, guests must remain in the rented area only. Please supervise children for their safety, especially around pond areas.

Photography for Events

The Garden is available for photo opportunities during a venue rental to guests of a rented venue. Photography sessions included in wedding packages must be scheduled with the Hospitality Services office.

Photography Release

The Garden reserves the right to use event photographs released to the Garden for marketing purposes. The client must submit in writing any deviation from this release.

Drones for Photography

The Garden is in restricted airspace. Drone operators must meet all conditions set forth in the Drone Photography Policy and submit a request to the Hospitality Services office.

Audio/Video

The Garden provides A/V connections in all indoor rental venues, including microphones, screens, and sound. The client must provide laptops, smartphones, etc. Please confirm your equipment is compatible with the Garden's before your event.

Emergencies

Locate the fire extinguisher and emergency exits. Please notify the Garden staff or Security Officer in case of an emergency.

Vendor Deliveries and Parking

Maps with directions to each loading area are available through the Hospitality Services office. No parking at yellow painted curbs, unloading only.

The following documents are due to the Garden 30 days prior to event. Failure to submit within this timeline will result in additional fees or cancellation. Any changes after 30 days are subject to additional fees.

- Final Payment
- Approved vendor list for all vendors providing
- Bar contract (with credit card authorization)
- Contact information (point of contact)
- Event Details (floor plan, guest count)

Client Signature

Mayor of the City of Huntsville, Alabama

Date:

Venue Staff Signature

Printed Name: Ashlynn Phillips
Initials: AP
Signed: 3/2/2023 at 1:03 pm

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-034

Department: General Services

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

Resolution authorizing the Mayor to execute Change Order No. 1 to the agreement between the City of Huntsville and Miller & Miller, Inc., for construction services for the John Hunt Park Kids Space Phase II.

Type of Document: Resolution No.

Finance Information:

Account Number: 4013-14-00000-521016-00000000

City Cost Amount: $214,028.23

Total Cost: $6,994,778.23

Special Circumstances:

Grant Funded: NO

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 2010 Airport Road
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Upsizing various trees and changes to landscape plans per revised drawings; additional shade sail structures; Change stepping stones to concrete in lieu of limestone blocks; additional grading work.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2650

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Change Order No. 1 to the agreement between the City of Huntsville and Miller & Miller, Inc., for construction services for the John Hunt Park Kids Space Phase II.

Type of Document: Resolution No.

Finance Information:

Account Number: 4013-14-00000-521016-00000000

City Cost Amount: $214,028.23

Total Cost: $6,994,778.23

Special Circumstances:

Grant Funded: NO

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 2010 Airport Road

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

Additional Comments:

Upsizing various trees and changes to landscape plans per revised drawings; additional shade sail structures; Change stepping stones to concrete in lieu of limestone blocks; additional grading work.

RESOLUTION NO. 23-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, and the Mayor that the contract with Miller & Miller, Inc., for Construction Services for the John Hunt Park Kids Space Phase II, Huntsville, Alabama, approved and executed by the City of Huntsville, Alabama on the 14th day of April, 2022, be and the same is hereby amended as is reflected on Change Order No. 1 attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be hereby is amended from Six Million Seven Hundred Eighty Thousand Seven Hundred Fifty Dollars and 00/100s ($6,780,750.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, to Six Million Nine Hundred Ninety-Four Thousand Seven Hundred Seventy-Eight Dollars and 23/100s ($6,994,778.23), including this Change Order No. 1 in the amount of Two Hundred Fourteen Thousand Twenty- Eight Dollars and 23/100s ($214,028.23), said Change Order is substantially in word and figures as attached hereto and identified as "Change Order No. 1 to the contract between City of Huntsville and Miller & Miller, Inc., for the construction services at the John Hunt Park Kids Space Phase II," consisting of seven (7) 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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of Huntsville,
Alabama

"EXHIBIT B"

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 1

DATE: 01/23/2023 PROJECT: John Hunt Park Kids Space Phase II

TO: Miller & Miller, Inc.

(Contractor)

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

FURNISH the necessary labor, materials and equipment to CMR#1-Rev 3, CMR #2-Rev 3, CMR #3-Rev 3, & CMR #4
(Description of work to be done or changes to be made)

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

For this Change $ 214,028.23	$	
ORIGINAL CONTRACT PRICE	$	6,780,750.00
Net total previous Change Orders	$	0.00
Previous revised Contract Price	$	6,780,750.00
This Change Order No. 1 ADD (DEDUCT)	$	214,028.23
Revised Contract Price this date	$	6,994,778.23

Extension of time resulting from this Change Order 0 (Indicate no. of calendar days).

The amount of this Change Order will be the responsibility of City of Huntsville.

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

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

CONSENT OF SURETY

Fidelity and Deposit Company of Maryland
(Company)

By Josh Price, Attorney-in-Fact
(Authorized Representative)

CONTRACTING PARTIES

Miller & Miller, Inc.
(Contractor)

By Mark E. Miller, President
(Authorized Representative)

RECOMMENDED

By Collin Orcutt (Schoel)
(Design Engineer or Architect)

By
(COH Facilities Project Manager)

By
(Director of General Services)

CITY OF HUNTSVILLE, ALABAMA

By
(Its Mayor)

By
(President of City Council)

Date

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Renee ELLIS, Paul B. SCOTT JR., Thomas J. GENTILE, Billie Jo SANDERS, David J. DURDEN, Milton A. KOPF and Josh PRICE, all of Montgomery, Alabama,, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 2nd day of December, A.D. 2021.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 2nd day of December, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of January, 2023.



By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: 11/3/2022 **CMR NUMBER:** 1 Rev. 3

PROJECT: Kid Space - Skate Park Improvements @ John Hunt Park Phase II

OWNER: City of Huntsville

ARCHITECT: School

CONTRACTOR: Miller & Miller, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Up-sizing of various trees and changes to landscape plans per revised drawings provided by School Engineering

*Time extension pending receipt and approval of schedule impact documentation.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $106,330.52
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0

   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT N/A
3. **SUBMITTED BY:**
   - A. CONTRACTOR — Contractor - Miller & Miller, Inc.
   - B. ARCHITECT — School

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. **INITIATED BY:** City of Huntsville
5. **OWNER'S CLASSIFICATION:**

   CONTRACT MODIFICATION DUE TO:
   - ____ VALUE ENGINEERING OR COST REDUCTION
   - ____ CHANGES IN PROJECT SCOPE OF WORK
   - X OWNER REQUESTED UPGRADE
   - ____ UNFORESEEN CONDITIONS
   - ____ TECHNICAL COORDINATION
6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**
   - X MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   - ____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   - ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
   - ____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
   - ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
   - ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.
7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR
   - B. CoH PROJECT MANAGER
   - C. DEPARTMENT HEAD (CUSTOMER)
   - D. CoH FACILITIES PROJ MANAGER
   - E. DEPARTMENT HEAD (GS)

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

"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: 11/3/2022 **CMR NUMBER:** 2 Rev. 3

PROJECT: Kid Space - Skate Park Improvements @ John Hunt Park Phase II

OWNER: City of Huntsville

ARCHITECT: Schoel

CONTRACTOR: Miller & Miller, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional Shade Sail Structures to provide additional shade for Kids Space area and Skatepark area.

*Time extension pending receipt and approval of schedule impact documentation.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $159,921.90
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT N/A
3. **SUBMITTED BY:**
   A. CONTRACTOR Contractor - Miller & Miller, Inc.
   B. ARCHITECT Schoel

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. **INITIATED BY:** Owner
5. **OWNER'S CLASSIFICATION:**
   CONTRACT MODIFICATION DUE TO:
   _____ VALUE ENGINEERING OR COST REDUCTION
   _____ CHANGES IN PROJECT SCOPE OF WORK
   _____ OWNER REQUESTED UPGRADE
   _____ UNFORESEEN CONDITIONS
   _X_ TECHNICAL COORDINATION
6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**
   _____ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   _____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   _____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
   _____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
   _X_ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
   _____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.
7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   A. CoH ESTIMATOR
   B. CoH PROJECT MANAGER
   C. DEPARTMENT HEAD (CUSTOMER)
   D. CoH FACILITIES PROJ MANAGER
   E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

CONTRACT MODIFICATION REQUEST

DATE: 11/4/2022 **CMR NUMBER:** 3 Rev. 3

PROJECT: Kid Space - Skate Park Improvements @ John Hunt Park Phase II

OWNER: City of Huntsville

ARCHITECT: School

CONTRACTOR: Miller & Miller, Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Change large 3'x3' Stepping Stones to concrete in lieu of Limestone Blocks. Stepping Stones to be coated with 3 Shades of Thorocoat concrete paint as selected by Architect.

Change Order is a credit back to the City of Huntsville

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): -$84,196.25
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT N/A
3. **SUBMITTED BY:**
   A. CONTRACTOR Contractor - Miller & Miller, Inc.
   B. ARCHITECT School

BOTTOM SECTION TO BE FILLED OUT BY CITY OR HUNTSVILLE REPRESENTATIVE

4. **INITIATED BY:** Miller and Miller (Contractor)
5. **OWNER'S CLASSIFICATION:**
   CONTRACT MODIFICATION DUE TO:
   - ____ VALUE ENGINBERING OR COST REDUCTION
   - X CHANGES IN PROJECT SCOPE OF WORK
   - ____ OWNER REQUESTED UPGRADE
   - ____ UNFORESEEN CONDITIONS
   - ____ TECHNICAL COORDINATION
6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**
   - X MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   - ____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   - ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
   - ____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
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7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR
   - B. CoH PROJECT MANAGER
   - C. DEPARTMENT HEAD (CUSTOMER)
   - D. CoH FACILITIES PROJ MANAGER
   - E. DEPARTMENT HEAD (GS)

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*** PLEASE ATTACH QUOTES WITH SIMILAR BREAKDOWNS FROM INCLUDED SUBCONTRACTORS AND SUPPLIERS

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 11/1/2022 **CMR NUMBER:** Four

PROJECT: Kid Space / Skate Park Improvements - John Hunt Park Phase II

OWNER: City of Huntsville

ARCHITECT: Schoel

CONTRACTOR: Miller & Miller Inc.

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional grading work required due to large portions of site not within plan tolerance of +/- 0.20 ft. Work will rec additional fill and or cut and sungrade compaction.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $31,972.06
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   - ☐ THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT N/A
3. **SUBMITTED BY:**
   - A. CONTRACTOR _____ Contactor - Miller & Miller Inc.
   - B. ARCHITECT _____ Schoel

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

4. **INITIATED BY:** Contractor - Miller & Miller Inc.
5. **OWNER'S CLASSIFICATION:**

   CONTRACT MODIFICATION DUE TO:

   - ____ VALUE ENGINEERING OR COST REDUCTION
   - ____ CHANGES IN PROJECT SCOPE OF WORK
   - ____ OWNER REQUESTED UPGRADE
   - ____ UNFORESEEN CONDITIONS
   - X TECHNICAL COORDINATION
6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**
   - X MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   - ____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   - ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
   - ____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
   - ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
   - ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.
7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR _____
   - B. CoH PROJECT MANAGER _____
   - C. DEPARTMENT HEAD (CUSTOMER) _____
   - D. CoH FACILITIES PROJ MANAGER _____
   - E. DEPARTMENT HEAD (GS) _____

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

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-035

Department: General Services

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

Resolution authorizing the Mayor to execute Change Order No. 4 to the agreement between the City of Huntsville and Turner Construction Company for the construction services for the New City Hall.

Type of Document: Resolution No.

Finance Information:

Account Number: 4015-14-00000-522010-00000000

City Cost Amount: $260,578.27

Total Cost: $79,893,324.55

Special Circumstances:

Grant Funded: No

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:

Additional scope associated with response to ASI 8 Revision 1; changing toilet paper holders to OFCI, adding three paper towel dispensers; additional scope associated with RFI 159; additional scope associated with RFI 166; additional scope associated with response to ASI 9; returned shop drawing submittal for the Kitsap wall and planters; additional scope associated with response to additional water line installation; supply and install 12V batteries for door hardware power supplies; additional scope associated with the Fountain Circle tunnel

wall; additional scope associated with response to ASI 10

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2653

Department: General Services

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

Resolution authorizing the Mayor to execute Change Order No. 4 to the agreement between the City of Huntsville and Turner Construction Company for the construction services for the New City Hall.

Type of Document: Resolution No.

Finance Information:

Account Number: 4015-14-00000-522010-00000000

City Cost Amount: $260,578.27

Total Cost: $79,893,324.55

Special Circumstances:

Grant Funded: No

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

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

Additional Comments:

Additional scope associated with response to ASI 8 Revision 1; changing toilet paper holders to OFCI, adding three paper towel dispensers; additional scope associated with RFI 159; additional scope associated with RFI 166; additional scope associated with response to ASI 9; returned shop drawing submittal for the Kitsap wall and planters; additional scope associated with response to additional water line installation; supply and install 12V batteries for door hardware power supplies; additional scope associated with the Fountain Circle tunnel

wall; additional scope associated with response to ASI 10

RESOLUTION NO. 2023-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, and the Mayor that the contract with Turner Construction Company for Construction Services for the New City Hall and Parking Deck, Huntsville, Alabama, approved and executed by the City of Huntsville, Alabama on the 16th day of December, 2021, be and the same is hereby amended as is reflected on Change Order Number 4 attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be hereby is amended from Seventy-Nine Million Six Hundred Thirty-Two Thousand Six Hundred Fifty Six Dollars and 28/100s ($79,632,656.28) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to Seventy-Nine Million Eight Hundred Ninety Three Thousand Two Hundred Thirty Four Dollars and 55/100s ($79,893,234.55), including this Change Order Number 4 in the amount of Two Hundred Sixty Thousand Five Hundred Seventy-Eight Dollars and 27/100s ($260,578.27), said Change Order is substantially in word and figures as attached hereto and identified as "Change Order Number 4 to the contract between City of Huntsville and Turner Construction Company for the construction services at the New City Hall and Parking Deck consisting of forty nine pages (49) 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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of Huntsville,
Alabama

Liberty Bond No. 015214689; Travelers Bond No. 107433059; F&D/Zurich Bond No. 9389671
Federal Bond No. K40400230; C N A Bond No. 30138089; BH Bond No. 47-SUR-300033-01-0585

"EXHIBIT B"

CITY OF HUNTSVILLE, ALABAMA

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 04

DATE: February 9, 2023
TO: Turner Construction Company
(Contractor)

PROJECT: Huntsville City Hall

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

FURNISH the necessary labor, materials and equipment for CMR 25 for ASI 8, CMR 26 for toilet paper holder credit, CMR 28 for the precast bridge mullions, CMR 29 for communication pull boxes, CMR 30 for ASI 9, CMR 31 for the kitsap wall additions, CMR 32 for water line install, CMR 33 for batteries for power supplies, CMR 34 for the tunnel wall, and CMR 35 for ASI 10.

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

For this Change $ 260,578.27	$
ORIGINAL CONTRACT PRICE	$ 76,811,166.00
Net total previous Change Orders	$ 2,821,490.28
Previous revised Contract Price	$ 79,632,656.28
This Change Order No. 04 ADD (DEDUCT)	$ 260,578.27
Revised Contract Price this date	$ 79,893,234.55

Extension of time resulting from this Change Order 00 (Indicate no. of calendar days).

The amount of this Change Order will be the responsibility of City of Huntsville.

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

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

CONSENT OF SURETY
Liberty Mutual Insurance Company;
Travelers Casualty and Surety Company of America;
Fidelity and Deposit Company of Maryland;
Zurich American Insurance Company;
Federal Insurance Company;
The Continental Insurance Company;
Berkshire Hathaway Specialty Insurance Company
(Company)

By _____
(Authorized Representative)

CONTRACTING PARTIES

Turner Construction Company
(Contractor)

By _____
(Authorized Representative)

RECOMMENDED

By _____
(Design Engineer or Architect)

By _____
(COH Facilities Project Manager)

By _____
(Director of General Services)

CITY OF HUNTSVILLE, ALABAMA

By _____
(Its Mayor)

By _____
(President of City Council)

Date _____

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF Alabama
COUNTY OF Madison

On this 23 day of February, 2023, before me personally came Brendan McCormick to me known, who, being by me duly sworn, did depose and say that she/he resides in Morgan County, Al that she/he is the VP of Turner Constraction of the

_____

_____ the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

SABRINA BOONE NOTARY PUBLIC (SEAL) MY COMMISSION EXPIRES 11-19-2025 ALABAMA STATE AT LARGE

Sabrina Boone

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY
COUNTY OF BERGEN

On this 22nd day of February, 2023 before me personally came Krista A. Burke to me known, who, being by me duly sworn, did depose and say that she/he resides in Mount Arlington, New Jerse that she/he is the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, ZURICH AMERICAN INSURANCE COMPANY, FEDERAL INSURANCE COMPANY, THE CONTINENTAL INSURANCE COMPANY, BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)

Bianca L. Meli

BIANCA L. MELI
NOTARY PUBLIC, STATE OF NEW JERSEY
MY COMMISSION EXPIRES
SEPTEMBER 30, 2024

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets	
Cash and Bank Deposits	$2,234,770,744
*Bonds — U.S Government	4,250,615,811
*Other Bonds	16,983,165,862
*Stocks	20,075,458,019
Real Estate	182,250,567
Agents' Balances or Uncollected Premiums	7,607,687,836
Accrued Interest and Rents	120,173,987
Other Admitted Assets	14,076,622,575
Total Admitted Assets	**$65,530,745,401**

Liabilities		
Unearned Premiums		$9,106,965,847
Reserve for Claims and Claims Expense		25,279,158,493
Funds Held Under Reinsurance Treaties		315,537,902
Reserve for Dividends to Policyholders		1,726,291
Additional Statutory Reserve		139,634,000
Reserve for Commissions, Taxes and Other Liabilities		8,638,106,801
Total		**$43,481,129,334**
Special Surplus Funds	$178,192,363	
Capital Stock	10,000,075	
Paid in Surplus	11,804,736,755	
Unassigned Surplus	10,056,686,874	
Surplus to Policyholders		**22,049,616,067**
Total Liabilities and Surplus		**$65,530,745,401**

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

T A Mikolajewski

Assistant Secretary

S-1262LMIC/a 3/22

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208613-974450**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bianca L. Meli; Charo J. Rosemond; James Baldassare, Jr.; John F. Surano; Krista A. Burke; Lisa M. Scavetta; Maria L. Spadaccini; Michael Dugan; Nicholas F. Walsh; Sherryanne M. DePirro

all of the city of Saddle Brook state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of August, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of August, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of February, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2021

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 4,427,068,873	LOSSES	$ 1,224,258,147
STOCKS	90,892,083	LOSS ADJUSTMENT EXPENSES	157,266,812
CASH AND INVESTED CASH	3,976,380	COMMISSIONS	49,977,644
OTHER INVESTED ASSETS	4,609,133	OTHER EXPENSES	46,607,590
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	7,433,086	TAXES, LICENSES AND FEES	16,655,025
INVESTMENT INCOME DUE AND ACCRUED	37,877,324	CURRENT FEDERAL AND FOREIGN INCOME TAXES	1,972,277
PREMIUM BALANCES	294,081,729	UNEARNED PREMIUMS	1,212,347,629
REINSURANCE RECOVERABLE	70,677,646	ADVANCE PREMIUM	1,824,313
NET DEFERRED TAX ASSET	60,156,960	POLICYHOLDER DIVIDENDS	14,256,052
OTHER ASSETS	3,286,703	CEDED REINSURANCE NET PREMIUMS PAYABLE	47,473,619
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,097,038
		REMITTANCES AND ITEMS NOT ALLOCATED	10,579,448
		PROVISION FOR REINSURANCE	6,873,132
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	40,373,235
		PAYABLE FOR SECURITIES LENDING	7,433,086
		ESCHEAT LIABILITY	537,132
		RETROACTIVE REINSURANCE RESERVE ASSUMED	816,092
		OTHER ACCRUED EXPENSES AND LIABILITIES	250,005
		TOTAL LIABILITIES	$ 2,881,598,277
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,678,177,878
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,118,461,638
TOTAL ASSETS	$ 5,000,059,915	TOTAL LIABILITIES & SURPLUS	$ 5,000,059,915

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2021.

Michael J Doody

VICE PRESIDENT – FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
17TH DAY OF MARCH, 2022

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Krista A Burke** of **SADDLE BROOK** , , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22nd day of February , 2023 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition
As Of December 31, 2021

ASSETS

Bonds	$ 237,467,504
Stocks	18,985,762
Cash and Short-Term Investments	7,415,852
Reinsurance Recoverable	25,735,324
Federal Income Tax Recoverable	0
Other Accounts Receivable	24,479,233
TOTAL ADMITTED ASSETS	$ 314,083,675

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses		$ 378,101
Ceded Reinsurance Premiums Payable		48,876,599
Remittances and Items Unallocated		0
Payable to parents, subs and affiliates		0
Securities Lending Collateral Liability		0
TOTAL LIABILITIES		$ 49,254,700
Capital Stock, Paid Up	$ 5,000,000	
Surplus	264,828,975	
Surplus as regards Policyholders		264,828,975
TOTAL		$ 314,083,675

Securities carried at $78,561,855 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2021 would be $319,561,762 and surplus as regards policyholders $270,307,062.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2021.

DocuSigned by:
Laura J. Lazarczyk
42DF0DB471374B0...

Corporate Secretary

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2022.

RYAN HORGAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 10, 2024

Notary Public

ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
4 WORLD TRADE CENTER, 150 GREENWICH STREET, NEW YORK, NY 10007
As of December 31, 2021 and December 31, 2020

	12/31/2021	12/31/2020
Assets		
Bonds	$ 16,632,198,754	$ 15,696,060,158
Preferred Stock	-	-
Common Stock	2,938,741,320	2,964,630,407
Real Estate	1,195,108,770	1,294,160,876
Other Invested Assets	1,511,224,849	1,435,120,966
Derivatives	4,892,042	178,175
Short-term Investments	562,958	285,002
Receivable for securities	22,712,596	809,339
Cash and cash equivalents	157,712,608	526,475,686
Securities lending reinvested collateral assets	-	105,614,095
Employee Trust for Deferred Compensation Plan	114,975,842	122,225,149
Total Cash and Invested Assets	$ 22,578,129,739	$ 22,145,559,853
Premiums Receivable	$ 5,896,173,688	$ 5,318,928,254
Funds Held with Reinsurers	-	99,875
Reinsurance Recoverable	1,288,549,705	1,248,855,148
Accrued Investment Income	118,060,365	118,531,136
Federal Income Tax Recoverable	471,599,585	507,200,404
Due from Affiliates	129,012,120	92,277,523
Other Assets	538,603,889	559,476,243
Total Assets	$ 31,020,129,090	$ 29,990,928,434
Liabilities and Policyholders' Surplus		
Liabilities:		
Loss and LAE Reserves	$ 12,244,569,908	$ 12,295,705,961
Unearned Premium Reserve	4,276,836,095	3,952,940,831
Funds Held with Reinsurers	674,404,810	554,226,440
Loss In Course of Payment	1,673,061,383	1,351,312,377
Commission Reserve	160,324,275	119,930,116
Federal Income Tax Payable	10,641,098	34,772,832
Remittances and Items Unallocated	336,655,509	432,727,110
Payable to parent, subs and affiliates	353,084,887	273,601,687
Provision for Reinsurance	89,554,951	175,327,995
Ceded Reinsurance Premiums Payable	1,525,470,381	1,591,358,027
Securities Lending Collateral Liability	-	105,614,095
Other Liabilities	1,789,130,300	1,922,304,215
Total Liabilities	$ 23,133,733,598	$ 22,809,821,689
Policyholders' Surplus:		
Common Capital Stock	$ 5,000,000	$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	-	-
Special Surplus Funds	3,996,000	9,672,000
Cumulative Unrealized Gain	172,586,977	192,450,057
Unassigned Surplus	3,310,681,195	2,579,853,368
Total Policyholders' Surplus	$ 7,886,395,493	$ 7,181,106,746
Total Liabilities and Policyholders' Surplus	$ 31,020,129,090	$ 29,990,928,434

I, LAURA J. LAZARCZYK, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2021, according to the best of my information, knowledge and belief.

DocuSigned by:
Laura J. Lazarczyk
42DF6DB47137480...
Corporate Secretary

State of Illinois
County of Cook } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2022.

RYAN HORGAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 10, 2024

Notary public

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Krista A. BURKE, Charo J. ROSEMOND, Maria L. SPADACCINI, Sherryanne M. DEPIRRO, Nicholas F. WALSH, Lisa M. SCAVETTA, James BALDASSARE, JR., John F. SURANO, Bianca L. MELI and Michael DUGAN of Saddle Brook, New Jersey,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of December, A.D. 2022.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 8th day of December, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of February, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2021

(in thousands)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash and Short Term Investments	$ (567,306)	Outstanding Losses and Loss Expenses	$ 8,701,383
United States Government, State and Municipal Bonds	4,271,534	Reinsurance Payable on Losses and Expenses	1,484,196
Other Bonds	5,994,673	Unearned Premiums	2,400,711
Stocks	675,588	Ceded Reinsurance Premiums Payable	366,332
Other Invested Assets	1,647,712	Other Liabilities	498,472
TOTAL INVESTMENTS	12,022,201	TOTAL LIABILITIES	13,451,094
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	414,638	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	354,698	Unassigned Funds	1,903,522
Chubb Indemnity Ins. Co.	183,242		
Chubb National Ins. Co.	190,801	SURPLUS TO POLICYHOLDERS	4,635,976
Other Affiliates	116,373		
Premiums Receivable	1,726,653		
Other Assets	3,078,466		
TOTAL ADMITTED ASSETS	$ 18,087,070	TOTAL LIABILITIES AND SURPLUS	$ 18,087,070

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2021, investments with a carrying value of $509,085,162 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2021.

Sworn before me this March 16, 2022

Senior Vice President

Jaime L. Yates

Notary Public

September 19, 2023

My commission expires

Commonwealth of Pennsylvania - Notary Seal
Jaime L. Yates, Notary Public
Philadelphia County
My commission expires September 19, 2023
Commission number 1357070
Member, Pennsylvania Association of Notaries

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint James Baldassare Jr., Krista A. Burke, Sherryanne M. DePirro, Michael Dugan, Bianca L. Meli, Charo J. Rosemond, Lisa M. Scavetta, Maria L. Spadaccini, John F. Surano and Nicholas F. Walsh of Saddle Brook, New Jersey ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 8th day of **December, 2022.**

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this 8th day of **December, 2022** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 22nd February 2023

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

THE CONTINENTAL INSURANCE COMPANY
Radnor, Pennsylvania
Statement of Net Admitted Assets and Liabilities
December 31, 2021

ASSETS

Bonds		$ 1,572,724,833
Stocks		150,045,249
Cash and short-term investments		61,182,427
Receivables for securities		225,982
Investment income due and accrued		15,250,861
Amounts recoverable from reinsurers		66,552,237
Funds held by or deposited with reinsured companies		1,516,010
Current federal and foreign income tax recoverable and interest thereon		125
Net deferred tax asset		45,133,624
Premiums and considerations		67,900,494
Other assets		7,961,311
Total Assets		$ 1,988,493,153

LIABILITIES AND SURPLUS

Losses		$ 542,200,023
Loss adjustment expense		35,284,859
Unearned premiums		-
Other expenses		-
Federal and foreign income taxes payable		-
Ceded reinsurance premiums payable (net of ceding commissions)		57,149,295
Funds held by company under reinsurance treaties		5,172,467
Provision for reinsurance		26,200,000
Other liabilities		(489,610,082)
Total Liabilities		$ 176,396,562
Surplus Account:		
Capital paid up	$ 53,566,360	
Gross paid in and contributed surplus	1,423,436,994	
Special Surplus	329,535,224	
Unassigned funds	5,558,013	
Surplus as regards policyholders		$ 1,812,096,591
Total Liabilities and Capital		$ 1,988,493,153

I, Julie Lee, Assistant Vice President of Continental Insurance Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2021, as filed with the various Insurance Departments and is a true and correct statement of the condition of Continental Insurance Company as of that date.

THE CONTINENTAL INSURANCE COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2022.

My commission expires:

"OFFICIAL SEAL"
CHRISTOPHER LOPATOWSKI
Notary Public, State of Illinois
My Commission Expires 01/14/2024

By Christopher Lopatowski
Notary Public

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Maria L Spadaccini, James Baldassare Jr, Michael Dugan, Krista A Burke, Charo J Rosemond, Sherryanne M DePirro, John F Surano, Bianca L Meli, Lisa M Scavetta, Nicholas F Walsh, Individually

of Saddle Brook, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of September, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 7th day of September, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 22nd day of February 2023

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS*

	12/31/2021	12/31/2020	12/31/2019
Total invested assets	$ 6,504,184,299	$ 5,475,240,588	$ 5,172,183,338
Premium & agent balances (n	552,510,359	603,615,506	368,086,012
All other assets	142,765,038	157,897,676	127,524,677
Admitted Assets	$ 7,199,459,696	$ 6,236,753,770	$ 5,667,794,027

LIABILITIES & SURPLUS*

	12/31/2021	12/31/2020	12/31/2019
Loss & loss exp. unpaid	$ 1,142,116,028	$ 921,923,948	$ 634,745,558
Unearned premiums	484,660,143	372,836,160	314,117,549
All other liabilities	1,163,007,684	1,054,922,210	744,738,458
Total Liabilities	2,789,783,855	2,349,682,318	1,693,601,565
Total Policyholders' Surplu	4,409,675,842	3,887,071,452	3,974,192,463
Total Liabilities & Surplus	$ 7,199,459,697	$ 6,236,753,770	$ 5,667,794,028

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

Berkshire Hathaway Specialty Insurance

47-SUR-300033-01-0585

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Krista A. Burke, Lisa M. Scavetta, Sherryanne M. DePirro, Maria L. Spadaccini, Nicholas F. Walsh, James Baldassare, Jr., Charo J. Rosemond, John F. Surano, Bianca L. Meli, Michael Dugan, 250 Pehle Avenue, Suite 311 of the city of Saddle Brook, State of New Jersey,** their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]

GEOFFERY A. DELISIO
Notary Public
Commonwealth of Massachusetts
My Comm. Expires November 29, 2024

_____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this February 22, 2023.

_____
Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com *THIS POWER OF ATTORNEY IS VOID IF ALTERED*

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

INCREASE RIDER NO. 4

Rider to be attached to and form a part of Performance, Payment and Three Year Roof Bond **Numbers 015214689, 107433059, 9389671, K40400230, 30138089, and 47-SUR-300033-01-0585**, dated the **5th DAY OF JANUARY, 2022**, issued by **LIBERTY MUTUAL INSURANCE COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, FIDELITY AND DEPOSIT COMPANY OF MARYLAND/ZURICH AMERICAN INSURANCE COMPANY, FEDERAL INSURANCE COMPANY, THE CONTINENTAL INSURANCE COMPANY, and BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** as Sureties, on behalf of **TURNER CONSTRUCTION COMPANY**, as Principal (the "Principal"), in favor of **CITY OF HUNTSVILLE, as PBA AGENT**, as Obligee (the "Obligee").

It is understood and agreed that the penal sum of the attached bond is hereby **increased,**

From: **Seventy Nine Million Six Hundred Thirty-Two Thousand Six Hundred Fifty-Six and 28/100 ($79,632,656.28)**

To: **Seventy Nine Million Eight Hundred Ninety-Three Thousand Two Hundred Thirty-Four and 55/100 ($79,893,234.55)**

This change is effective the 18th day of January, 2023.

The attached bond shall be subject to all of its terms, conditions and limitations, except as herein modified.

DATED this 22nd day of February, 2023.

WITNESS:

TURNER CONSTRUCTION COMPANY
(Principal)

By: _____ (Seal)
Name:
Title:

Liberty Mutual Insurance Company (Surety)
175 Berkeley Street, Boston, MA 02116
Mailing Address for Notices:
John A. McDevitt
Regional Vice President - Global Risk Claims
157 Berkeley Street
Boston, MA 02116
Bond No. 015214689

Travelers Casualty and Surety Company of America (Surety)
Construction Services, One Tower Square, Hartford, CT 06183
Bond No. 107433059

Fidelity and Deposit Company of Maryland
Zurich American Insurance Company (Surety)
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196
Bond No. 9389671

Federal Insurance Company (Surety)
202B Hall's Mill Road, Whitehouse Station, NJ 08889
Bond No. K40400230

The Continental Insurance Company (Surety)
151 N Franklin Street, Chicago, IL 60606
Bond No. 30138089

Berkshire Hathaway Specialty Insurance Company (Surety)
1314 Douglas Street, Suite 1400, Omaha, NE 68102
Bond No. 47-SUR-300033-01-0585

By: _____
Krista A. Burke, Attorney-In-Fact

ACCEPTED:
By: _____
Date:

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF

COUNTY OF

On this 23 day of February, 2023, before me personally came Brendan McCormick to me known, who, being by me duly sworn, did depose and say that she/he resides in Morgan County AL that she/he is the VP of Turner Construction of the

_____

_____ the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

SABRINA BOONE NOTARY PUBLIC (SEAL) MY COMMISSION EXPIRES 11-19-2025 ALABAMA STATE AT LARGE

Sabrina Boone

CORPORATE ACKNOWLEDGMENT

Form 152

STATE OF NEW JERSEY
COUNTY OF BERGEN

On this 22nd day of February, 2023 before me personally came Krista A. Burke to me known, who, being by me duly sworn, did depose and say that she/he resides in Mount Arlington, New Jerse that she/he is the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, ZURICH AMERICAN INSURANCE COMPANY, FEDERAL INSURANCE COMPANY, THE CONTINENTAL INSURANCE COMPANY, BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)

Bianca L Meli

BIANCA L. MELI
NOTARY PUBLIC, STATE OF NEW JERSEY
MY COMMISSION EXPIRES
SEPTEMBER 30, 2024

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets

Cash and Bank Deposits	$2,234,770,744
*Bonds — U.S Government	4,250,615,811
*Other Bonds	16,983,165,862
*Stocks	20,075,458,019
Real Estate	182,250,567
Agents' Balances or Uncollected Premiums	7,607,687,836
Accrued Interest and Rents	120,173,987
Other Admitted Assets	14,076,622,575
Total Admitted Assets	**$65,530,745,401**

Liabilities

Unearned Premiums		$9,106,965,847
Reserve for Claims and Claims Expense		25,279,158,493
Funds Held Under Reinsurance Treaties		315,537,902
Reserve for Dividends to Policyholders		1,726,291
Additional Statutory Reserve		139,634,000
Reserve for Commissions, Taxes and Other Liabilities		8,638,106,801
Total		**$43,481,129,334**
Special Surplus Funds	$178,192,363	
Capital Stock	10,000,075	
Paid in Surplus	11,804,736,755	
Unassigned Surplus	10,056,686,874	
Surplus to Policyholders		**22,049,616,067**
Total Liabilities and Surplus		**$65,530,745,401**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

T A Mikolajewski

Assistant Secretary

S-1262LMIC/a 3/22

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208613-974450**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bianca L. Meli; Charo J. Rosemond; James Baldassare, Jr.; John F. Surano; Krista A. Burke; Lisa M. Scavetta; Maria L. Spadaccini; Michael Dugan; Nicholas F. Walsh; Sherryanne M. DePirro

all of the city of Saddle Brook state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of August, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of August, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of February, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2021

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 4,427,068,873	LOSSES	$ 1,224,258,147
STOCKS	90,892,083	LOSS ADJUSTMENT EXPENSES	157,266,812
CASH AND INVESTED CASH	3,976,380	COMMISSIONS	49,977,644
OTHER INVESTED ASSETS	4,609,133	OTHER EXPENSES	46,607,590
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	7,433,086	TAXES, LICENSES AND FEES	16,655,025
INVESTMENT INCOME DUE AND ACCRUED	37,877,324	CURRENT FEDERAL AND FOREIGN INCOME TAXES	1,972,277
PREMIUM BALANCES	294,081,729	UNEARNED PREMIUMS	1,212,347,629
REINSURANCE RECOVERABLE	70,677,646	ADVANCE PREMIUM	1,824,313
NET DEFERRED TAX ASSET	60,156,960	POLICYHOLDER DIVIDENDS	14,256,052
OTHER ASSETS	3,286,703	CEDED REINSURANCE NET PREMIUMS PAYABLE	47,473,619
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,097,038
		REMITTANCES AND ITEMS NOT ALLOCATED	10,579,448
		PROVISION FOR REINSURANCE	6,873,132
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	40,373,235
		PAYABLE FOR SECURITIES LENDING	7,433,086
		ESCHEAT LIABILITY	537,132
		RETROACTIVE REINSURANCE RESERVE ASSUMED	816,092
		OTHER ACCRUED EXPENSES AND LIABILITIES	250,005
		TOTAL LIABILITIES	$ 2,881,598,277
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,678,177,878
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,118,461,638
TOTAL ASSETS	$ 5,000,059,915	TOTAL LIABILITIES & SURPLUS	$ 5,000,059,915

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2021.

Michael J Doody

VICE PRESIDENT – FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
17TH DAY OF MARCH, 2022

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Krista A Burke** of **SADDLE BROOK** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22nd day of February , 2023 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition
As Of December 31, 2021

ASSETS

Bonds	$ 237,467,504
Stocks	18,985,762
Cash and Short-Term Investments	7,415,852
Reinsurance Recoverable	25,735,324
Federal Income Tax Recoverable	0
Other Accounts Receivable	24,479,233
TOTAL ADMITTED ASSETS	$ 314,083,675

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses		$ 378,101
Ceded Reinsurance Premiums Payable		48,876,599
Remittances and Items Unallocated		0
Payable to parents, subs and affiliates		0
Securities Lending Collateral Liability		0
TOTAL LIABILITIES		$ 49,254,700
Capital Stock, Paid Up	$ 5,000,000	
Surplus	264,828,975	
Surplus as regards Policyholders		264,828,975
TOTAL		$ 314,083,675

Securities carried at $78,561,855 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2021 would be $319,561,762 and surplus as regards policyholders $270,307,062.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2021.

DocuSigned by:
Laura J. Lazarczyk
42DF0DB471374B0...

Corporate Secretary

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2022.

RYAN HORGAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 10, 2024

Notary Public

ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
4 WORLD TRADE CENTER, 150 GREENWICH STREET, NEW YORK, NY 10007
As of December 31, 2021 and December 31, 2020

	12/31/2021	12/31/2020
Assets		
Bonds	$ 16,632,198,754	$ 15,696,060,158
Preferred Stock	-	-
Common Stock	2,938,741,320	2,964,630,407
Real Estate	1,195,108,770	1,294,160,876
Other Invested Assets	1,511,224,849	1,435,120,966
Derivatives	4,892,042	178,175
Short-term Investments	562,958	285,002
Receivable for securities	22,712,596	809,339
Cash and cash equivalents	157,712,608	526,475,686
Securities lending reinvested collateral assets	-	105,614,095
Employee Trust for Deferred Compensation Plan	114,975,842	122,225,149
Total Cash and Invested Assets	$ 22,578,129,739	$ 22,145,559,853
Premiums Receivable	$ 5,896,173,688	$ 5,318,928,254
Funds Held with Reinsurers	-	99,875
Reinsurance Recoverable	1,288,549,705	1,248,855,148
Accrued Investment Income	118,060,365	118,531,136
Federal Income Tax Recoverable	471,599,585	507,200,404
Due from Affiliates	129,012,120	92,277,523
Other Assets	538,603,889	559,476,243
Total Assets	$ 31,020,129,090	$ 29,990,928,434
Liabilities and Policyholders' Surplus		
Liabilities:		
Loss and LAE Reserves	$ 12,244,569,908	$ 12,295,705,961
Unearned Premium Reserve	4,276,836,095	3,952,940,831
Funds Held with Reinsurers	674,404,810	554,226,440
Loss In Course of Payment	1,673,061,383	1,351,312,377
Commission Reserve	160,324,275	119,930,116
Federal Income Tax Payable	10,641,098	34,772,832
Remittances and Items Unallocated	336,655,509	432,727,110
Payable to parent, subs and affiliates	353,084,887	273,601,687
Provision for Reinsurance	89,554,951	175,327,995
Ceded Reinsurance Premiums Payable	1,525,470,381	1,591,358,027
Securities Lending Collateral Liability	-	105,614,095
Other Liabilities	1,789,130,300	1,922,304,215
Total Liabilities	$ 23,133,733,598	$ 22,809,821,689
Policyholders' Surplus:		
Common Capital Stock	$ 5,000,000	$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	-	-
Special Surplus Funds	3,996,000	9,672,000
Cumulative Unrealized Gain	172,586,977	192,450,057
Unassigned Surplus	3,310,681,195	2,579,853,368
Total Policyholders' Surplus	$ 7,886,395,493	$ 7,181,106,746
Total Liabilities and Policyholders' Surplus	$ 31,020,129,090	$ 29,990,928,434

I, LAURA J. LAZARCZYK, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2021, according to the best of my information, knowledge and belief.

DocuSigned by:
Laura J. Lazarczyk
42DF6DB471374B0...
Corporate Secretary

State of Illinois
County of Cook } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2022.

RYAN HORGAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 10, 2024

Notary public

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Krista A. BURKE, Charo J. ROSEMOND, Maria L. SPADACCINI, Sherryanne M. DEPIRRO, Nicholas F. WALSH, Lisa M. SCAVETTA, James BALDASSARE, JR., John F. SURANO, Bianca L. MELI and Michael DUGAN of Saddle Brook, New Jersey,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of December, A.D. 2022.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 8th day of December, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of February, 2023.







MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2021

(in thousands)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash and Short Term Investments	$ (567,306)	Outstanding Losses and Loss Expenses	$ 8,701,383
United States Government, State and Municipal Bonds	4,271,534	Reinsurance Payable on Losses and Expenses	1,484,196
Other Bonds	5,994,673	Unearned Premiums	2,400,711
Stocks	675,588	Ceded Reinsurance Premiums Payable	366,332
Other Invested Assets	1,647,712	Other Liabilities	498,472
TOTAL INVESTMENTS	12,022,201	TOTAL LIABILITIES	13,451,094
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	414,838	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	354,696	Unassigned Funds	1,903,522
Chubb Indemnity Ins. Co.	183,242		
Chubb National Ins. Co.	190,801	SURPLUS TO POLICYHOLDERS	4,635,976
Other Affiliates	116,373		
Premiums Receivable	1,726,653		
Other Assets	3,078,466		
TOTAL ADMITTED ASSETS	$ 18,087,070	TOTAL LIABILITIES AND SURPLUS	$ 18,087,070

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2021, investments with a carrying value of $509,085,162 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2021.

Sworn before me this March 16, 2022

Senior Vice President

Notary Public

September 19 2023
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Jaime L. Yates, Notary Public
Philadelphia County
My commission expires September 19, 2023
Commission number 1357070
Member, Pennsylvania Association of Notaries

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint James Baldassare Jr., Krista A. Burke, Sherryanne M. DePirro, Michael Dugan, Bianca L. Meli, Charo J. Rosemond, Lisa M. Scavetta, Maria L. Spadaccini, John F. Surano and Nicholas F. Walsh of Saddle Brook, New Jersey ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 8th day of **December, 2022**.

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this 8th day of **December, 2022** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 22nd February 2023

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

THE CONTINENTAL INSURANCE COMPANY
Radnor, Pennsylvania
Statement of Net Admitted Assets and Liabilities
December 31, 2021

ASSETS

Bonds		$ 1,572,724,833
Stocks		150,045,249
Cash and short-term investments		61,182,427
Receivables for securities		225,982
Investment income due and accrued		15,250,861
Amounts recoverable from reinsurers		66,552,237
Funds held by or deposited with reinsured companies		1,516,010
Current federal and foreign income tax recoverable and interest thereon		125
Net deferred tax asset		45,133,624
Premiums and considerations		67,900,494
Other assets		7,961,311
Total Assets		$ 1,988,493,153

LIABILITIES AND SURPLUS

Losses		$ 542,200,023
Loss adjustment expense		35,284,859
Unearned premiums		-
Other expenses		-
Federal and foreign income taxes payable		-
Ceded reinsurance premiums payable (net of ceding commissions)		57,149,295
Funds held by company under reinsurance treaties		5,172,467
Provision for reinsurance		26,200,000
Other liabilities		(489,610,082)
Total Liabilities		$ 176,396,562
Surplus Account:		
Capital paid up	$ 53,566,360	
Gross paid in and contributed surplus	1,423,436,994	
Special Surplus	329,535,224	
Unassigned funds	5,558,013	
Surplus as regards policyholders		$ 1,812,096,591
Total Liabilities and Capital		$ 1,988,493,153

I, Julie Lee, Assistant Vice President of Continental Insurance Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2021, as filed with the various Insurance Departments and is a true and correct statement of the condition of Continental Insurance Company as of that date.

THE CONTINENTAL INSURANCE COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2022.

My commission expires:

"OFFICIAL SEAL"
CHRISTOPHER LOPATOWSKI
Notary Public, State of Illinois
My Commission Expires 01/14/2024

By Christopher Lopatowski
Notary Public

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Maria L Spadaccini, James Baldassare Jr, Michael Dugan, Krista A Burke, Charo J Rosemond, Sherryanne M DePirro, John F Surano, Bianca L Meli, Lisa M Scavetta, Nicholas F Walsh, Individually

of Saddle Brook, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of September, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 7th day of September, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 22nd day of February 2023

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS*

	12/31/2021	12/31/2020	12/31/2019
Total invested assets	$ 6,504,184,299	$ 5,475,240,588	$ 5,172,183,338
Premium & agent balances (n	552,510,359	603,615,506	368,086,012
All other assets	142,765,038	157,897,676	127,524,677
Admitted Assets	$ 7,199,459,696	$ 6,236,753,770	$ 5,667,794,027

LIABILITIES & SURPLUS*

	12/31/2021	12/31/2020	12/31/2019
Loss & loss exp. unpaid	$ 1,142,116,028	$ 921,923,948	$ 634,745,558
Unearned premiums	484,660,143	372,836,160	314,117,549
All other liabilities	1,163,007,684	1,054,922,210	744,738,458
Total Liabilities	2,789,783,855	2,349,682,318	1,693,601,565
Total Policyholders' Surplu	4,409,675,842	3,887,071,452	3,974,192,463
Total Liabilities & Surplus	$ 7,199,459,697	$ 6,236,753,770	$ 5,667,794,028

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Krista A. Burke, Lisa M. Scavetta, Sherryanne M. DePirro, Maria L. Spadaccini, Nicholas F. Walsh, James Baldassare, Jr., Charo J. Rosemond, John F. Surano, Bianca L. Meli, Michael Dugan, 250 Pehle Avenue, Suite 311 of the city of Saddle Brook, State of New Jersey,** their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]

GEOFFERY A. DELISIO
Notary Public
Commonwealth of Massachusetts
My Comm. Expires November 29, 2024

_____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this February 22, 2023.

_____
Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com *THIS POWER OF ATTORNEY IS VOID IF ALTERED*

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 12/8/2022 **CMR NUMBER:** 25 Rev. 1

PROJECT: Huntsville City Hall

OWNER: City of Huntsville

ARCHITECT: Goodwyn Mills Cawood

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to ASI 8 Revision 1.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $72,523.10
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0

   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT Not Applicable
3. **SUBMITTED BY:**
   - A. CONTRACTOR
   - B. ARCHITECT

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

4. **INITIATED BY:** Contractor
5. **OWNER'S CLASSIFICATION:**

   CONTRACT MODIFICATION DUE TO:

   ___ VALUE ENGINEERING OR COST REDUCTION
   X CHANGES IN PROJECT SCOPE OF WORK
   ___ OWNER REQUESTED UPGRADE
   ___ UNFORESEEN CONDITIONS
   ___ TECHNICAL COORDINATION
6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**

   X MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   ___ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   ___ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
   ___ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
   ___ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
   ___ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.
7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR
   - B. CoH PROJECT MANAGER
   - C. DEPARTMENT HEAD (CUSTOMER)
   - D. CoH FACILITIES PROJ MANAGER
   - E. DEPARTMENT HEAD (GS)

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

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 11/30/2022 **CMR NUMBER:** 26 Rev. 1

PROJECT: Huntsville City Hall

OWNER: City of Huntsville

ARCHITECT: Goodwyn Mills Cawood

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Changing toilet paper holders to OFCI, adding three paper towel dispensers (OFCI), changing paper towel dispensers to a semi-recessed unit requiring additional blocking.

1. **TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):** -$175.46
2. **TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION):** 0

   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT Not Applicable
3. **SUBMITTED BY:**
   - A. CONTRACTOR
   - B. ARCHITECT

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

4. **INITIATED BY:** Owner
5. **OWNER'S CLASSIFICATION:**

   CONTRACT MODIFICATION DUE TO:

   ____ VALUE ENGINEERING OR COST REDUCTION
   ____ CHANGES IN PROJECT SCOPE OF WORK
   X OWNER REQUESTED UPGRADE
   ____ UNFORESEEN CONDITIONS
   ____ TECHNICAL COORDINATION
6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**

   X MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   ____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
   ____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
   ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
   ____ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.
7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR
   - B. CoH PROJECT MANAGER
   - C. DEPARTMENT HEAD (CUSTOMER)
   - D. CoH FACILITIES PROJ MANAGER
   - E. DEPARTMENT HEAD (GS)

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

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 12/8/2022 **CMR NUMBER:** 28

PROJECT: Huntsville City Hall

OWNER: City of Huntsville

ARCHITECT: Goodwyn Mills Cawood

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with RFI 159 - Bridge Precast Mullions

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $11,343.26
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0

   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT Not Applicable
3. **SUBMITTED BY:**
   - A. CONTRACTOR Thomas Vinton
   - B. ARCHITECT

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

4. **INITIATED BY:** Owner
5. **OWNER'S CLASSIFICATION:**

   CONTRACT MODIFICATION DUE TO:

   - X VALUE ENGINEERING OR COST REDUCTION
   - ___ CHANGES IN PROJECT SCOPE OF WORK
   - ___ OWNER REQUESTED UPGRADE
   - ___ UNFORESEEN CONDITIONS
   - ___ TECHNICAL COORDINATION
6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**
   - X MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   - ___ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   - ___ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
   - ___ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
   - ___ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND DOES NOT EXCEED 10% OF THE CONTRACT PRICE.
   - ___ CHANGE NOT CONTEMPLATED WHEN THE PLANS AND SPECIFICATIONS WERE PREPARED AND THE PROJECT WAS BID AND WHICH IS IN THE PUBLIC INTEREST AND EXCEEDS 10% OF THE CONTRACT PRICE AND CONSTITUTES EXTRAORDINARY CIRCUMSTANCES.
7. **I HAVE REVIEWED, UNDERSTAND AND RECOMMEND THIS CHANGE WITH NO EXCEPTIONS:**
   - A. CoH ESTIMATOR Natasha Wright
   - B. CoH PROJECT MANAGER [signature]
   - C. DEPARTMENT HEAD (CUSTOMER) [signature]
   - D. CoH FACILITIES PROJ MANAGER [signature]
   - E. DEPARTMENT HEAD (GS) Abel E Wilk - JR

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

"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 11/14/2022 **CMR NUMBER:** 29

PROJECT: Huntsville City Hall

OWNER: City of Huntsville

ARCHITECT: Goodwyn Mills Cawood

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with RFI 166 - Communication Pull Boxes

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $2,161.41
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0

   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT Not Applicable
3. **SUBMITTED BY:**
   - A. CONTRACTOR
   - B. ARCHITECT

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

4. **INITIATED BY:** Owner
5. **OWNER'S CLASSIFICATION:**

   CONTRACT MODIFICATION DUE TO:

   ____ VALUE ENGINEERING OR COST REDUCTION
   ____ CHANGES IN PROJECT SCOPE OF WORK
   __X__ OWNER REQUESTED UPGRADE
   ____ UNFORESEEN CONDITIONS
   ____ TECHNICAL COORDINATION
6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**

   __X__ MINOR CHANGE OF A MONETARY VALUE AND NOT REQUIRED FOR COMPETITIVE BIDDING.
   ____ CHANGES TO THE ORIGINAL CONTRACT NECESSITATED BY UNFORESEEABLE CIRCUMSTANCES ARISING DURING THE COURSE OF THE WORK.
   ____ EMERGENCIES ARISING DURING THE COURSE OF THE WORK.
   ____ CHANGE FOR ALTERNATES PROVIDED FOR IN THE ORIGINAL BIDDING WHERE THERE IS NO DIFFERENCE IN PRICE OF THE CHANGE FROM THE ORIGINAL BEST BID ON THE ALTERNATE.
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   - A. CoH ESTIMATOR
   - B. CoH PROJECT MANAGER
   - C. DEPARTMENT HEAD (CUSTOMER)
   - D. CoH FACILITIES PROJ MANAGER
   - E. DEPARTMENT HEAD (GS)

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 12/8/2022 **CMR NUMBER:** 30

PROJECT: Huntsville City Hall

OWNER: City of Huntsville

ARCHITECT: Goodwyn Mills Cawood

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to ASI 9.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $41,715.22
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0

   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT Not Applicable
3. **SUBMITTED BY:**
   - A. CONTRACTOR
   - B. ARCHITECT

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

4. **INITIATED BY:** Contractor
5. **OWNER'S CLASSIFICATION:**

   CONTRACT MODIFICATION DUE TO:

   ____ VALUE ENGINEERING OR COST REDUCTION
   __X__ CHANGES IN PROJECT SCOPE OF WORK
   ____ OWNER REQUESTED UPGRADE
   ____ UNFORESEEN CONDITIONS
   ____ TECHNICAL COORDINATION
6. **THIS CHANGE IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS ONE OF THE FOLLOWING TYPES:**

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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 12/8/2022 **CMR NUMBER:** 31 Rev. 1 (1/4/23)

PROJECT: Huntsville City Hall

OWNER: City of Huntsville

ARCHITECT: Goodwyn Mills Cawood

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Returned shop drawing submittal for the Kitsap wall and planters added two planters - WWR - 60Lx24Wx24H

~~Finish changed to powder coated steel.~~

1. **TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):** ~~$18,870.11~~ "NET ZERO"
2. **TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION):** 0
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT Not Applicable
3. **SUBMITTED BY:**
   A. CONTRACTOR
   B. ARCHITECT

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

4. **INITIATED BY:** Contractor
5. **OWNER'S CLASSIFICATION:**
   CONTRACT MODIFICATION DUE TO:
   - ____ VALUE ENGINEERING OR COST REDUCTION
   - X CHANGES IN PROJECT SCOPE OF WORK
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   - ____ UNFORESEEN CONDITIONS
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 12/8/2022 **CMR NUMBER:** 32

PROJECT: Huntsville City Hall

OWNER: City of Huntsville

ARCHITECT: Goodwyn Mills Cawood

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to additional water line installation.

1. **TOTAL COST (CONTRACTOR TO ATTACH DETAILED BREAKDOWN):** $55,089.60
2. **TIME EXTENSION IN CALENDAR DAYS (ATTACH JUSTIFICATION):** 0

   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT Not Applicable
3. **SUBMITTED BY:**
   - A. CONTRACTOR Thomas Vinton
   - B. ARCHITECT

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

4. **INITIATED BY:** Contractor
5. **OWNER'S CLASSIFICATION:**

   CONTRACT MODIFICATION DUE TO:
   - ____ VALUE ENGINEERING OR COST REDUCTION
   - ____ CHANGES IN PROJECT SCOPE OF WORK
   - ____ OWNER REQUESTED UPGRADE
   - ____ UNFORESEEN CONDITIONS
   - X TECHNICAL COORDINATION
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 1/5/2023 **CMR NUMBER:** 33

PROJECT: Huntsville City Hall

OWNER: City of Huntsville

ARCHITECT: Goodwyn Mills Cawood

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Request from the City of Huntsville to supply and install 12V batteries for the door hardware power supplies.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $10,005.13
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT Not Applicable
3. **SUBMITTED BY:**
   A. CONTRACTOR
   B. ARCHITECT

BOTTOM SECTION TO BE FILLED OUT BY CITY OF HUNTSVILLE REPRESENTATIVE

4. **INITIATED BY:** Owner
5. **OWNER'S CLASSIFICATION:**
   CONTRACT MODIFICATION DUE TO:
   ___ VALUE ENGINEERING OR COST REDUCTION
   ___ CHANGES IN PROJECT SCOPE OF WORK
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 1/30/2023 **CMR NUMBER:** 34 REV2

PROJECT: .

OWNER: City of Huntsville

ARCHITECT: Goodwyn Mills Cawood

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with the Fountain Circle Tunnel Wall to block off the tunnel from the new City Hall.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): -$32,971.21
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0

   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT Not Applicable
3. **SUBMITTED BY:**
   - A. CONTRACTOR
   - B. ARCHITECT

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

4. **INITIATED BY:** Contractor
5. **OWNER'S CLASSIFICATION:**

   CONTRACT MODIFICATION DUE TO:

   - [X] VALUE ENGINEERING OR COST REDUCTION
   - [ ] CHANGES IN PROJECT SCOPE OF WORK
   - [ ] OWNER REQUESTED UPGRADE
   - [ ] UNFORESEEN CONDITIONS
   - [ ] TECHNICAL COORDINATION
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"EXHIBIT A"

UPDATED 10/07/2015

CONTRACT MODIFICATION REQUEST

DATE: 1/18/2023 **CMR NUMBER:** 35

PROJECT: Huntsville City Hall

OWNER: City of Huntsville

ARCHITECT: Goodwyn Mills Cawood

CONTRACTOR: Turner Construction

DESCRIPTION OF CHANGE (BY GENERAL CONTRACTOR):

Additional scope associated with response to ASI 10.

1. **TOTAL COST** (CONTRACTOR TO ATTACH DETAILED BREAKDOWN): $100,887.22
2. **TIME EXTENSION IN CALENDAR DAYS** (ATTACH JUSTIFICATION): 0
   THIS CHANGE AFFECTS THE CRITICAL PATH OF THE PROJECT Not Applicable
3. **SUBMITTED BY:**
   A. CONTRACTOR
   B. ARCHITECT

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

4. **INITIATED BY:** Contractor
5. **OWNER'S CLASSIFICATION:**
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308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-036

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 Sports Commission, Inc.

Type of Document: Resolution No.

Finance Information: N/A

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances: N/A

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: John Hunt Park
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
This is a contract with the Huntsville Sports Commission for the "Sunbelt Beach Volleyball Championships" to be held at John Hunt Park April 27th through 29th.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2648

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 Sports Commission, Inc.

Type of Document: Resolution No.

Finance Information: N/A

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances: N/A

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: John Hunt Park

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

Additional Comments:

This is a contract with the Huntsville Sports Commission for the "Sunbelt Beach Volleyball Championships" to be held at John Hunt Park April 27th through 29th.

RESOLUTION NO. 23-

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 Sports Commission, Inc. on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Facility Use Agreement between the City of Huntsville and Huntsville Sports Commission, Inc.," consisting of seven (7) pages, and the date of March 9, 2023, 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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of Huntsville,
Alabama

FACILITY USE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND HUNTSIVLLE SPORTS COMMISSION, INC.

This License Agreement (the "Agreement") is entered into this 9th day of March, 2023, by and between the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter referred to as the "City" or "Licensor"), and Huntsville Sports Commission, Inc., an Alabama nonprofit corporation (hereinafter referred to as "Licensee").

1. Use of premises; timing.

(a) Subject to the terms and conditions of this License Agreement, the City hereby grants Licensee a license to utilize those premises owned by Licensor, which are shown on the map, attached hereto and incorporated herein by reference as **Exhibit A,** and hereinafter referred to as the "Premises" (and being the John Hunt Park Sand Volleyball Complex) to host the Coastal Collegiate Sports Association ("CCSA") Sunbelt Beach Volleyball Championships (the "Event"), during the period specified in this Agreement, and for no other purpose.

(b) Licensee may access the Premises for two days of Event set-up, Tuesday through Wednesday, April 25 - 26, 2023, beginning at 8:00 a.m. and lasting until 8:00 p.m. each day. Licensee may also access the Premises for the three-day Event, which shall take place Thursday through Saturday, April 27 – 29, 2023, commencing at 8:00 a.m. and concluding no later than 8:00 p.m. each day. If unanticipated weather conditions or unplanned schedule changes occur, the Event times may be modified to permit the game times to be adjusted accordingly.

2. Security; access.

(a) Licensee shall be responsible for the provision of security within the Premises during the period of the Agreement. Licensee shall hire off-duty City of Huntsville Police officers through the Huntsville Police Department to provide security services for the event and shall hire the number of officers and supervisory personnel as recommended for the event by the Huntsville Police Department.

(b) Licensee agrees that, at any time, the Huntsville Police Department's Incident Commander assigned to the Event may require that the event be canceled, the conduct of the event modified, or prescribe such other measures that might be necessary in the event of inclement weather conditions, security issues, threats to the health or safety of the sponsors or attendees of the Event or to the general public, or otherwise for public convenience or safety.

President of the City Council of the City of Huntsville, Alabama
Date: 3/9/23

3. Fencing.

Licensee shall be permitted to erect a fence around the perimeter of the Premises (for any area where no fence is currently erected) provided no holes are drilled in any existing concrete, asphalt, brick or other impervious surface and further provided that the fence is not anchored in concrete or any other permanent material.

4. Alcoholic beverages.

Licensee intends that the event will include the retail sale of alcoholic beverages for on-premises consumption. In such event, Licensee, shall have secured all licensing necessary for such sale prior to the commencement date for the event unless the time specified by the state's or City's alcoholic beverage control laws requires an earlier time. Failing therein, the sale or service of alcoholic beverages shall not be permitted for the Premises.

(b) Licensee agrees to prevent any person from leaving the licensed area while in possession of any alcoholic beverage and to prevent any person from bringing alcoholic beverages into the licensed area; and, to this end, the Huntsville Police Department may require security control at access points and appropriate signage.

(c) Licensee shall abide by all alcoholic beverage control laws of the state and City including the regulations of the Alabama Alcoholic Beverage Control Board. Licensee shall provide tamper-proof measures that identify persons of legal drinking age.

5. Conditions of Licensee's use of the Premises.

(a) Compliance with laws: Licensee agrees to comply with all ordinances, laws, rules and regulations pertaining to the use of the Premises and shall not use the Premises in an unlawful manner nor create or allow to exist any nuisances or trespass nor deface or damage the Premises.

(b) Safety: Licensee agrees to take all reasonable precautions for the safety of Event attendees and shall conduct the Event in such a way to protect attendees from exposure, infection, and/or spread of COVID-19 related to Licensee's use of the Premises.

(c) Licenses and permits: Licensee shall obtain and maintain all licenses and permits and pay all fees necessary or required to hold the Event. Licensor may require Licensee to provide proof of proper permitting or licensure prior to or during the Event.

(d) Stages/performance area: In the event Licensee installs a stage or other performance area upon the Premises, Licensee shall abide by all applicable laws for said installation including any applicable building, fire and electrical codes, and in no event shall any holes be drilled in any existing concrete, asphalt, brick or other impervious surface. Any such stage, tent or other temporary structure erected for the Event shall not be anchored in concrete or any other permanent material, or otherwise deface or damage any portion of the Premises.

(e) Access: Licensee shall, at all times, maintain handicap access throughout the Premises. Licensee shall maintain the Premises in such a way so as to meet the Americans with Disabilities Act (ADA) standards for accessibility.

(f) Restoration: Licensee agrees to provide for and pay all costs and expenses associated with damage to Licensor's property, both within and outside of the Premises, which relate to the Licensee's use of the Premises. The Premises shall be restored and any required cleaning after restoration shall done entirely by Licensee within forty-eight (48) hours of the end of the Event, to the sole satisfaction of Licensor, except as provided otherwise herein.

(g) Restrooms: Restrooms are available on the Premises. If additional restrooms ae needed, Licensee shall provide all necessary Port-O-Lets as recommended by industry standards for the projected attendance to the Event and shall assist with placement of the Port-O-Lets in an area designated by the Licensor. Licensee shall cause Port-O-Lets to be removed from the Premises no later than Wednesday following the event. At least some of the units must meet ADA standards of accessibility.

(h) Vendors: Licensee shall require all food, drink, and other vendors to obtain all necessary city license and Health Department food permits. Licensee shall provide proof of all license and food permits to Licensor.

(i) Trash: Trash containers are available on the Premises to accommodate the volume of trash generated by the Event.

(j) Clean Up: Licensor is responsible for all clean-up of the premises and any cost associated with clean up.

(k) Admission: If needed, Licensee shall provide adequate personnel to collect all admission fees and staff all entrance and exit gates. Licensee shall be solely responsible for collection of all fees.

(l) Assignment: Licensee may not assign its interest in this License Agreement without the express written consent of the Licensor.

(m) Parking: Event parking is available at the Premises.

6. Indemnification; non-liability.

Licensee shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless the City of Huntsville, its officials, officers, elected and appointed officials, employees, agents, contractors and volunteers performing an authorized city function, (hereinafter referred to as "indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid (including but not limited to reasonable attorneys' fees and expenses and court costs and fees). Licensee further agrees to indemnify and hold harmless those named above for exposure, infection, and/or spread of COVID-19 related to Licensee's utilization of the Premises. Licensee's duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the sole negligence of the indemnitees. Licensee's duties hereunder shall survive the termination or expiration of this Agreement.

Nothing contained in this section 6 shall be construed as a waiver of any immunity or statutory protection of the City of Huntsville, Alabama, and no third party may expand any recovery against the City due to Licensee's duty of indemnification.

7. Insurance.

Licensee shall obtain and maintain in effect throughout the term of this agreement, Commercial General Liability with the following minimum limits:

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

Such insurance shall be written on an occurrence basis and shall specifically insure Licensee against all liability assumed by it hereunder as well as liability imposed by law. The City of Huntsville, its officers, employees, elected officials, agents, contractors and specified volunteers shall be named as additional insureds through ISO Additional Endorsement CG 20 10 or equivalent that is sufficient to provide coverage for ongoing operations and CG 20 37 or equivalent to provide coverage for completed operations. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents, contractors, or specified volunteers, except it shall be limited in the case of the indemnitee's or indemnitees' sole negligence. Coverage under the Licensee policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. Any City of Huntsville coverage is noncontributory. Licensee shall provide a Certificate of Liability Insurance evidencing required insurance coverage and contractual verbiage prior to the commencement of any use of the facilities; however, failure of The City to procure the Certificate of Insurance does not waive any insurance provisions. The Certificate Holder section shall read as follows:

City of Huntsville, AL its officers, employees, elected officials, agents, contractors and specified volunteers
Attn: City Attorney
P.O. Box 308
Huntsville, AL 35804
bruce.pitts@huntsvilleal.gov

Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Huntsville prior to Licensee entering upon the Premises upon the terms of this agreement. It is not the intention of the parties to limit the insurance coverage to the minimum limits stated in the contract but the entire limits of coverage carried if limits are higher than those noted on the Certificate of Insurance.

8. Non-compliance.

In the event of any breach of any condition or term of this Agreement, the City may cancel the Event and terminate this Agreement at any time. Huntsville Police Department, Huntsville Fire and Rescue or any other official of the city of Huntsville acting within the line and scope of his/her authority may take any action they deem necessary in order to protect the public health or safety, to prevent damage or destruction to public or private property, or to enforce applicable laws.

9. Miscellaneous.

(a) This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement, together with all exhibits, constitutes the entire agreement between the parties and shall be interpreted under and according to the Laws of the State of Alabama with venue in the courts of Madison County, Alabama. This Agreement shall be binding upon and inure to the benefit of Licensee, its successors and permitted assigns, and the City, its successors and assigns.

(b) Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City upon one or more occasions to insist upon or to seek compliance with any such terms or conditions, nor shall such failure on the part of the City be construed or held to be a waiver of the City's rights thereafter to strictly enforce any provision of this Agreement.

(c) The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the intent or scope of this Agreement.

(d) If, for any reason, any agreement(s), provision(s), or term(s) of this Agreement (whether material to the bargain of City and Licensee or not) should be declared illegal, null and void, unconstitutional or unenforceable, in whole or in part, by any court of competent jurisdiction, the offending portion of this Agreement shall be deemed severed herefrom as though the same was never a part hereof; provided, however, the remainder of this Agreement shall not be impaired and shall remain in full force and effect according to its remaining agreements, covenants, provisions and terms.

(e) The parties represent and warrant that they have full authority to enter into this Agreement.

10. Electronic Signatures.

The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

[SIGNATURES ON FOLLOWING PAGE]

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

ATTEST:

Shaundrika Edwards
Interim City Clerk-Treasurer

LICENSOR:
THE CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle, Mayor

LICENSEE:
HUNTSVILLE SPORTS COMMISSION, INC.

By: _____

Its: Jalen Williams

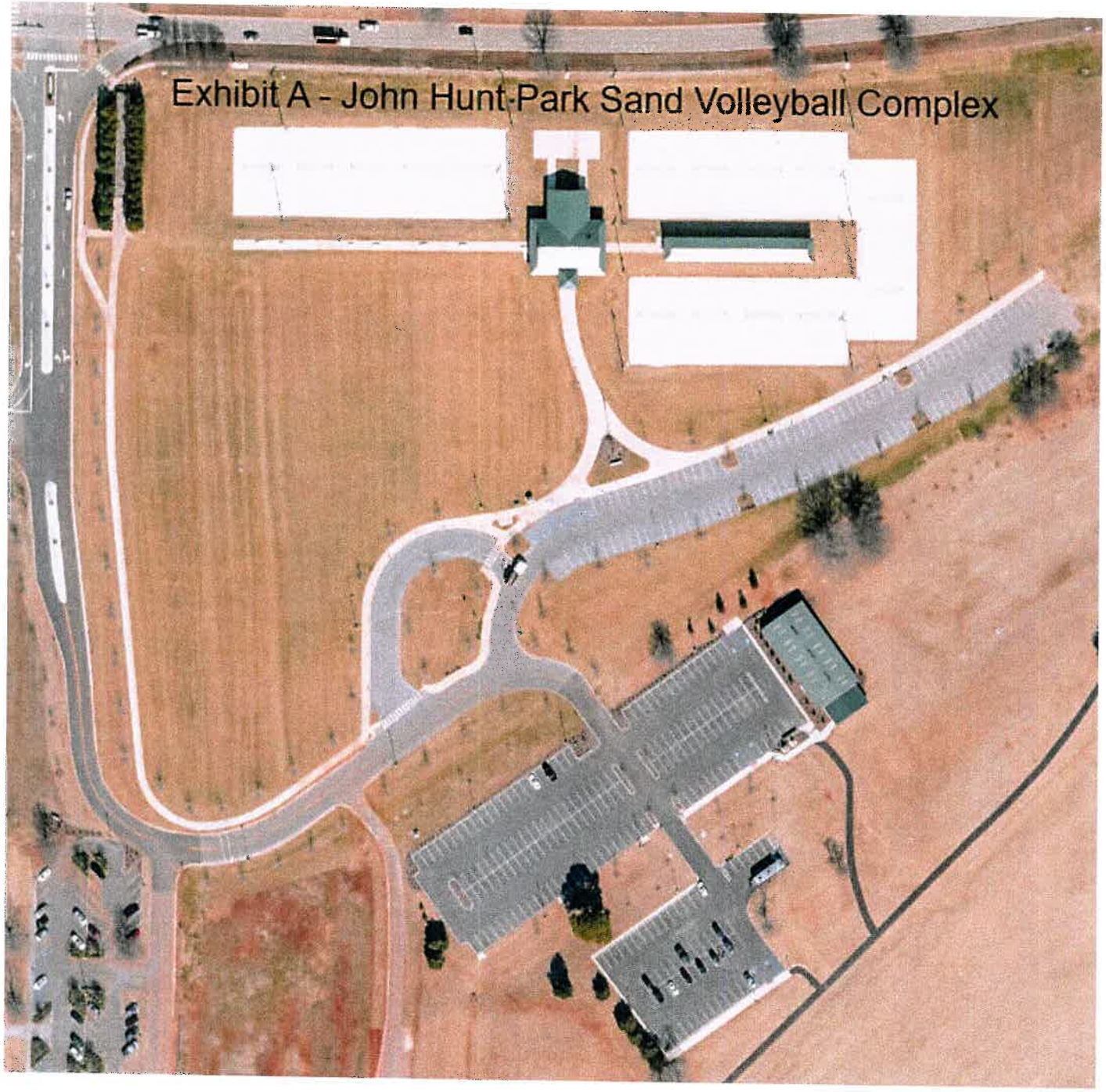


Exhibit A - John Hunt-Park Sand Volleyball Complex

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-037

Department: Planning

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

Resolution authorizing the Mayor to submit an application on behalf of the City of Huntsville, to the Bloomberg Initiative for Cycling Infrastructure (BICI) grant program, for the Downtown Active Transportation Connectivity Action Plan.

Type of Document: Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $0.00

Total Cost: $ 929,264

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: The desired purpose is to improve the safety, accessibility, and connectivity of the downtown area and its environs by implementing design interventions proposed, with no match requirement.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2642

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to submit an application on behalf of the City of Huntsville, to the Bloomberg Initiative for Cycling Infrastructure (BICI) grant program, for the Downtown Active Transportation Connectivity Action Plan.

Type of Document: Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: $0.00

Total Cost: $ 929,264

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments: The desired purpose is to improve the safety, accessibility, and connectivity of the downtown area and its environs by implementing design interventions proposed, with no match requirement.

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY OF HUNTSVILLE FOR A BLOOMBERG INITIATIVE FOR CYCLING INFRASTRUCTURE (BICI) GRANT PROGRAM APPLICATION FOR THE *DOWNTOWN ACTIVE TRANSPORTATION CONNECTIVITY ACTION PLAN*

WHEREAS, the City of Huntsville desires to improve the safety, accessibility, and connectivity of the downtown area and its environs by implementing design interventions proposed in the "Downtown Active Transportation Connectivity Action Plan". The Plan outlines a series of cost-effective spot improvements at various intersections and corridors to improve multimodal traffic safety and connectivity into downtown.

WHEREAS, the City of Huntsville is committed to ensuring the safety of all citizens within its jurisdiction and has committed to Vision Zero, or zero roadway fatalities, by 2055.

WHEREAS, the City of Huntsville is committed to ensuring equitable investment in the local transportation system and addressing system-wide transportation disparities, including improving mobility and access for low-and-moderate income populations surrounding downtown.

WHEREAS, the City of Huntsville is eligible to apply to the Bloomberg Initiative for Cycling Infrastructure (BICI) grant funding.

WHEREAS, engineers have estimated a total project cost of $929,264;

BE IT THEREFORE RESOLVED, by the City Council of the City of Huntsville, Alabama, that the Council authorizes the Mayor to submit an application on behalf of the City of Huntsville, including all the understandings and assurances contained therein, to the Bloomberg Initiative for Cycling Infrastructure (BICI) grant program not to exceed $929,264.

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon approval and adoption by the Council, the public welfare requiring it.

RESOLUTION NO. 23- (Cont.)

ADOPTED this the 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

Mayor of the City of Huntsville,
Alabama

HUNTSVILLE

Tommy Battle

February 2, 2023

Dear Bloomberg Initiative for Cycling Infrastructure (BICI) Reviewers,

After engaging residents and stakeholders across our city, I am excited to present the City of Huntsville, Alabama's *Downtown Active Transportation Connectivity Action Plan*-- an actionable roadmap to safely connect our residents and neighborhoods to downtown Huntsville. The plan will guide the City's efforts to ensure that every street leading into our downtown is safe, equitable and sustainable. As our city looks towards the future, this action plan will guide and facilitate "quick safety wins" for our City's Departments to ensure the investments we make in our public spaces add value for all residents and make Huntsville a safer, more inclusive, and better-connected city.

Thriving cities are cities that offer choices. This Action Plan builds out our infrastructure goals in a way that provides safe transportation options to residents, visitors and commuters of all physical abilities, economic statuses, and ages in a timely and cost-effective manner. The Plan will help us swiftly and efficiently address the need for safer intersections and gateways into our downtown. During our public outreach, we consistently heard that residents crave the freedom to safely travel throughout our city and access the many amenities our downtown has to offer, by bike, foot, wheelchair, or other means, but were stifled by high-traffic roads and intersections surrounding our urban core. With industry best practices, creative tactical urbanism, and community priorities leading the way, Huntsville now has a plan that engages a Safe System Approach to transform feedback into vision.

In 2008, a cyclist in our community was struck by a vehicle and killed, prompting the formation of the Huntsville Bicycle Advisory and Safety Committee (BASC). Consisting of community bicycle safety advocates and City officials from our Public Safety, Planning, and Engineering Departments, BASC has played an essential role in advocating and planning for safer bicycle infrastructure since its creation. In 2013, we embarked on a Comprehensive Planning effort (known as the BIG Picture Huntsville) that outlines a vision for Smart Growth and a safer, more equitable transportation network, including investment in alternative modes infrastructure. As part of that vision and with support from BASC, the City adopted a comprehensive system-wide Complete Streets Policy that was recognized by Smart Growth America in 2018 as one of the Top Ten Best Policies in the country.

PRESIDENT OR PRESIDENT
PRO TEM OF THE CITY COUNCIL
OF HUNTSVILLE, ALABAMA
3/9/2023

In 2016, we conducted a Downtown Master Plan Update that identified safe connectivity into the downtown as a priority. Our downtown is bounded on all sides by busy, car-oriented roadways, which restrict pedestrian and bicycle access. This is especially true for low-and-moderate income residents, a large majority of whom do not own vehicles and are dependent on alternative modes to access essential services downtown. It is within these areas where crash rates are the highest. Public safety is our #1 priority, and in 2022, our Council passed a resolution committing to Vision Zero, or zero roadway fatalities, by 2055. While we are moving in the right direction toward safer streets, we still have a long way to go. Alabama consistently ranks at the very bottom in "Bike-Friendly States" according to all national bicycle advocacy organizations. Our city's population is growing by around 2% each year, and we are seeing increases in pedestrian- and cyclist-versus vehicle crash rates across our city. As it currently stands, we have 13.62 total miles of bike lanes, with 1.27 miles protected bike lanes, and development pressures are putting increasing demand for greater investment in our growing transportation needs.

Our downtown is the epicenter for growth and commerce and is the heart of our city. For this funding opportunity, we are proposing bold and creative solutions to address safer transportation infrastructure and an action plan that will bring immediate, lasting, and transformational benefits to the way we institutionalize safety in our city. The interventions proposed in our plan will bolster our efforts to proactively address these safety challenges head-on to see immediate results and jumpstart our goal of Vision Zero by 2055.

We've laid out an ambitious action plan for safer bicycle and pedestrian access and connectivity in Huntsville. I am proud to share this vision with you and look forward to building and supporting safer and more equitable streets across our city. Thank you for your consideration of this important project for our community.

Sincerely,

Tommy Battle
Mayor

The Star of Alabama

P.O. Box 308 Huntsville, AL 35804-0308 · Phone 256-427-5000 FAX 256-427-5257
www.huntsvilleal.gov

BICI City Applications
SECTION 1: APPLICANT PROFILE

a. Lead Contact Name

Jo Beth Gleason

b. Email Address

jobeth.gleason@huntsvilleal.gov

c. Title

Planner

d. Administrative Entity Name

City of Huntsville, Alabama

e. Department (if applicable)

Department of Urban & Long-Range Planning

f. Please confirm that you are an official representative or agent of the administrative entity (city, town, metropolitan authority or other local government authority) and have jurisdiction where the proposed projects are located.

Yes

g. Please describe the relationship between the primary point of contact's department and the City Leader (Mayor's Office or equivalent) office.

Our Director of Urban & Long-Range Planning meets weekly with our Mayor and City leadership to give updates on current planning initiatives, programs, budgets, and progress reports. Additionally, Complete Streets and bike projects are a targeted annual discussion during the development of the City's Capital Improvement Plan (CIP).

a. City Leader's Name

Tommy Battle

b. Email Address

carol.atchley@huntsvilleal.gov

c. Title

Mayor

d. Please describe the City Leader's jurisdiction or authority over your proposed project.

Mayor Tommy Battle is the Mayor of the City of Huntsville, Alabama. The City is a Mayor-Council type of government with decision-making power to authorize budgets and control public services and development projects.

e. Is your City Leader elected or appointed?

Elected

f. Please state the date of the end of your City Leader's term, whether they are eligible for re-election/reappointment, and also if they plan to run. Please note any other anticipated transitions in city leadership.

Tommy Battle was elected Mayor of the City of Huntsville in 2008. He was re-elected in 2012, 2016, and in 2020. His term ends in 2024 and is planning to run again in 2024.

g. Please confirm that your City Leader has reviewed and is supportive of this application.

Yes

a. Administrative Entity Population

215,006 (2020)

b. Administrative Division (e.g. State/Province/Region)

City/Municipality

c. Country

United States

d. Continent

North America

SECTION 2: VISION AND AMBITION

1. Pitch your idea! Describe how your cycling infrastructure will be different in 3 years because of your BICI project.

Our state consistently ranks at the very bottom in the country for "Bike-Friendly" states. Alabama has a bicyclist fatality rate worse than the national average- 31.8 fatalities per 10K bike commuters. High-speed state-owned arterial roadways are the most common place people biking are killed. Huntsville's downtown is bounded by these roadways which restrict pedestrian and bicycle access. It is within these periphery areas where our crash rates are the highest. Our Plan proposes a series of bold tactical urbanism spot improvements at major gateways to immediately raise awareness of cyclist safety and lower crash rates by 10-15% in 3 years. The funding request is for the Total Project Cost for all projects, which is $929,264.

2. Compared to how you've delivered existing cycling infrastructure, what makes this proposal unique? We're excited to hear how your approach is different from what has been attempted before.

Taking a comprehensive approach of tactical urbanism and strategically making spot improvements around our urban core will implement immediate, low-cost, and scalable interventions to catalyze long-term change. Employing safety striping at intersections can reduce crash rates by 50%. This Safe System Approach to roadway design signals to the community that cyclist/pedestrian safety is prioritized as much as drivers, making a balanced system. Traditionally, our city's response to safety improvements have been capital in nature–which are slow and expensive to rollout–and do not produce action-oriented results that foster awareness. Tactical urbanism is a citizen-led response that garners immediate results.

a. Today, how many kilometers of cycling infrastructure (i.e. cycle lanes and tracks) are available in your city?

21.92

b. Today, what percentage of that cycling infrastructure is fully protected (separated from motor vehicles)?

9.3%

c. After this project is implemented, how many kilometers of cycling infrastructure (i.e. cycle lanes) will be available in your city?

24.3

d. After this project is implemented, what percentage of cycling infrastructure will be fully protected (separated from motor vehicles)?

18.27%

4. What else sets your project apart? What new design improvements, approaches to delivery, materials, technologies, or other innovations are included as part of this project?

In response to increased crash rates surrounding downtown, we are taking immediate action to address our safety infrastructure by implementing low-cost tactical urbanism approaches combined with proven safety countermeasures to quickly implement spot improvements at key entry points and corridors into downtown. Spot improvements proposed: Signal changes: Leading Pedestrian Intervals (LPIs), No Turn on Red (NTOR), Flashing Yellow Arrow (FYA), and Accessible Pedestrian Signals (APS); Striping adjustments/Curb extensions; Lane reconfigurations/road diets; Protected intersections; Protected bike lanes; Bike boxes and bike detection; Safety striping; Smart Channels; new curb ramps and accessibility improvements. Working with an Engineering consulting firm who are leaders in alternative mode planning and design, we've proposed an Active Transportation Connectivity Action Plan that utilizes Proven Safety Countermeasures that will result in immediate and long-term safety benefits. Because these solutions are simple and low-cost, we are able to have a larger-scale impact, and all construction can be done in-house.

5. Please provide a letter from your City Leader describing their commitment for your BICI project.

(See attached)

6. How will you create momentum for other improvements to your city's cycling infrastructure after your BICI project is implemented? How will you create replicable processes or establish policies that ensure that a complete cycle network is built?

The City has many programs and committees in place to raise bicycle awareness and advocacy. The Huntsville Bicycle Advisory and Safety Committee (BASC) consists of citizen bicycle advocates and City officials from Public Safety, Planning, and Engineering Departments. BASC plays an essential role in advising and planning for safer bicycle infrastructure. The City has adopted Vision Zero Policy and a system-wide Complete Streets Policy. New and reconfigured streets are designed and constructed in accordance with that policy. BASC and the City host many community bike rides especially during Bicycle Safety Month, including the Mayor's Bike Ride, to raise bicycle awareness.

7. What percentage of your proposed BICI project will be completed and open for public use by December 2025?

100%

SECTION 3: NEED AND IMPACT

1. Tell us about the challenges that your BICI project addresses. Use specific examples and data to describe the challenge.

Our downtown is bounded on all sides by dangerous roadways which restrict pedestrian and bicycle access. This is especially true for low-moderate income residents, a large majority of whom are car-less

and are dependent on alternative modes to access essential services downtown. 2015-2022 crash data reveals 156 bike-vs-car crashes citywide (93 serious injuries; 3 fatalities); and 370 pedestrian-vs-car crashes (337 injuries; 37 fatalities), an increase since previous reporting periods. Areas with the highest crash occurrences were low-and-moderate income neighborhoods and public housing developments located at the periphery of downtown. Our city's 2020 Fatality Rate was 11.42 (Persons Killed in Fatal Crashes) per 100,000 people. This represents almost 20% increase from the previous 2015 rate- 9.56 per 100,000 people. Correlating with population increases, more residents are using alternative modes without the proper infrastructure in place, resulting in fatalities and serious injuries. This is why we're committed to Vision Zero by 2055.

2. If any, what past efforts have the city made to address these challenges?

The City has installed safety lighting at intersections and corridors to improve bicycle and pedestrian visibility, lowered speed limits on local roadways where feasible, and has installed protected bike lanes and cycle tracks at various locations downtown. Downtown Huntsville, Inc. (DHI) operates a Bike-Share program. The city installed bike racks on all city buses and continues to implement the Complete Streets policy, and adopted a Vision Zero policy. The City has been very aware of the transportation barriers restricting access to downtown, and since 2016, has applied for transportation funding for a bicycle and pedestrian bridge spanning over the state-owned Memorial Parkway arterial that will provide direct connection to low and moderate income neighborhoods into the downtown. In 2022, the City was awarded a $20 million grant to construct the bridge. We want to continue building out continuous and connective alternative mode infrastructure to meet our public safety priorities.

3. What will change in your city as a result of your BICI project? What metrics will you use to understand if you have succeeded?

Our state ranks highest in vehicle fatality rates (21.3 deaths/100,000 people), over twice the national average (11.6 deaths/100,000 people). To reach Vision Zero by 2055, the City's bicycle crash rate should decrease 10-15% every 3 years. Accident reports will be used to track crash rates following implementation. BASC members are daily bicycle commuters who identify concerns from street-level, reporting problem spots and suggesting improvements to City officials via email and during monthly BASC meetings. Performance Measure Review will be on-going, with twice-annually interim reports delivered to Planning Commission and City Council and published as part of the MPO's Transportation Quarterly Review (TQR). The MPO Citizen Advisory Groups also measure project performance. The City uses data from this reporting to inform municipal decision-making on road improvements, traffic enforcement, and Complete Streets. Planning, Engineering, Legal, Public Works, Traffic Engineering, and Public Safety are all involved in the implementation of Complete Streets projects.

4. Please describe how you will measure the usage, connectivity, quality, and safety of your cycle network. Please include both quantitative and qualitative data collection.

Construction will be in-house. Engineering manages project, working with Public Works for quality-control and compliance with local, state, and federal regulations. All bicycle and pedestrian facilities are designed with NACTO, FHWA, ITE, ADA, PROWAG, ASLA, AASHTO, and MUTCD Best Practices. Consisting of Professional En, Engineering has experience managing large infrastructure projects across the city and will provide project leadership, technical assistance, and knowledge of the city's transportation infrastructure. All departments have full staff dedicated to carrying out projects, meeting schedule/budget. Surveys, bike/ped traffic counts, and crash data will be collected. MPO CitizenAdvisoryCommittee are also used to measure project performance. City Departments, including Planning, Engineering, TrafficEngineering, PublicWorks, GIS, and PublicSafety, and others conduct regular internal reviews of CompleteStreets projects. DowntownHuntsville,Inc. uses Tandem Mobility metrics to measure bicycle usage downtown. The City manages See/Click/Fix,a reporting tool where cyclists can share road hazards.

SECTION 4: IMPLEMENTATION CAPACITY

a. 2021

$200K bike&ped

b. 2020

$200K bike&ped

c. 2019

$200K bike&ped

d. 2018

$200K bike&ped

e. 2017

$200K bike&ped

2. Please describe the internal and external capacity used to implement cycling infrastructure in your city. Where do you see a need for additional capacity or expertise?

Since 2008, the City has partnered with BASC to plan non-motorized transportation facilities and programs. Members represent city staff, local bicycle organizations, bike shops, and citizens. The committee meets with Traffic Engineering, Planning, Public Safety, and other departments once a month to report on comprehensive safety needs. BASC are also members of MPO CitizensAdvisoryCommittee and give guidance on bicycle planning efforts and measure project performance. Our CompleteStreets policy ensures collaboration among regional partners and stakeholders affected by implementation. The City works with the State, neighboring communities, counties, businesses and school districts, to develop CompleteStreets facilities. The MPO coordinates implementation throughout the region. To ensure implementation, anticipated financial mechanisms, prioritization criteria, and applicable methods are identified. Planning secures funding. Council authorizes match and selects consultants by competitive bid process. Planning,Engineering,Legal,PublicWorks,TrafficEngineering, and Public Safety are all involved inimplementation.

3. How are decisions made on funding cycle networks and mobility programming in your locality? Who makes those decisions?

The City of Huntsville Urban & Long Range Planning Department manages the Huntsville Area Metropolitan Planning Organization (MPO). MPOs are required by Federal legislation of all Urbanized Areas having populations of 50,000+. MPO's are pass-through organizations for federal and state dollars that maintain a regional view of all transportation projects to inform priorities and MPO spending decisions. Consisting of a representative group of local stakeholders, it is the region's policymaking organization for transportation projects, consisting of a MPO Policy Board; Technical Coordinating Committee; Citizens Advisory Committee; Director and staff. MPO Board approves actions, sets policy, and approves plans for funding.

4. Describe your city's ability to dedicate resources to implementation, including staff and budget. Does it rely on the support of a legislative body, such as city council? If so, please describe that process of approval.

As part of implementation, Complete Streets is a targeted annual discussion during the development of the City's Capital Improvement Plan (CIP). During the summer prior to each subsequent fiscal year, department heads gather with the Mayor to suggest Complete Street projects to be added to the CIP. Project Prioritization also occurs at this annual meeting. Prioritized projects are added to the CIP with dedicated funding made to each. The Planning Department is responsible for seeking grant funding to carry out prioritized Complete Streets/bicycle and alternative mode projects. The Council authorizes all budget decisions and passes resolutions obligating project funding. The MPO, Planning, Engineering, Legal, Public Works, Traffic Engineering, and Public Safety departments are all involved in the implementation of CompleteStreets and bicycle projects.

5. What are the top 2 risks to successfully implementing your BICI project, and what is your plan to mitigate them?

Huntsville has a long history of inter&intra-departmental collaboration on implementing successful large-scale capital projects but has recently begun utilizing tactical urbanism for pop-up retail projects and safety demonstration projects, resulting in permanent success. Traffic Engineering and PublicWorks ensure implementation always occurs smoothly, with little disruption to traffic flow, and multimodal traffic is protected. The safety interventions proposed are inexpensive and efficient, saving time and money that would normally be spent on larger-scale capital projects. Tactical urbanism, by design,is a risk-free, low-cost, short-term solution for long-term change, and a way to meet the city's overarching goal of reengineering roads around people,and can be made permanent if successful. Tactical urbanism differs from traditional top-down capital programs because of their temporary nature, relying on low-cost materials, reducing risks associated with larger-scale projects. These small-scale interventions will result in large-scale/long-term impact and empowers citizens to be involved in planning process.

6. What additional resources, including in-kind funding, will the city or additional partners make available to implement the project and how will you secure them?

Construction will be done in-house, providing the in-kind funding necessary for successful project implementation. Engineering will manage the project, working with Public Works to ensure quality-control and compliance with local, state, and federal regulations. All bicycle and pedestrian facilities are designed with NACTO, FHWA, ITE, ADA, PROWAG, ASLA, AASHTO, and MUTCD Best Practices and standards. Consisting of Professional Engineers, Engineering has experience managing large infrastructure projects across the city and will provide project leadership, technical assistance, and knowledge of the city's transportation infrastructure. All departments have full staff dedicated to carrying out the project, meeting schedule and budget limits.

7. Please identify how BICI Program grant funding would be used to support your ambitious cycle network goals.

(See Plan attached)

8. In the last five years, has your city attempted to change the design of a street to create safe cycle network infrastructure (e.g., removing or relocating automobile parking, removing or narrowing vehicle travel lanes, removing or narrowing sidewalks)?

Every year, the City hosts "Parklet Days" where local design firms get a chance to take over on-street parking surrounding the downtown courthouse square and compete in a design competition, transforming parking spaces into people-oriented parks and green spaces, including bike parking lots. The City has also enacted road dieting and lane reconfiguration on several eligible streets that were under-capacity or have wide right-of-ways, transforming them into pedestrian and bicycle-oriented Complete Streets. The City has also constructed several cycle tracks, one of which is considered the "First Protected Bike Lane in the State," the Spragins Street Cycle Track, which uses advanced ITS technology that detects oncoming cyclists and triggers traffic signals to give cyclists the right-of-way. With the implementation of these Complete Streets projects, the City is applying a Safe System Approach to achieve Vision Zero by transforming proven safety countermeasures into reality. The city has also recently updated its zoning ordinance to include mandatory E-Bike parking within newly constructed parking lots, and has installed bike racks on all city buses. The City has also constructed "super sidewalks" close to nearby schools, widening existing sidewalks to include shared-use bicycle paths, where bicycle lanes within roadways were not feasible.

9. In the last five years, have elected leaders contributed to successful project delivery or encouraged high-quality projects within your city? If yes, please provide specific examples of how their support influenced successful project delivery.

Our Mayor andAdministration have been essential and heavily involved in securing funding and ensuring successful project delivery of high-quality transportation projects, working directly with State Representatives, and regularly traveling to Washington to meet with Congresspeople to promote Huntsville's transportation projects. One in particular is the Pedestrian Access and Redevelopment Corridor (PARC), a large-scale bicycle and pedestrian bridge project, that will cross over major state highways and transportation barriers to connect low-and-moderate income neighborhoods to the downtown area. This project was just recently awarded a $20million USDOT RAISE grant. Active City Leadership is essential to supporting alternative mode projects.

10. Which are the top 3 most important public, private, nonprofit or community organizations needed as stakeholders & supporters in your project? How have you engaged them to date, & how will you ensure their participation & support during implementation?

- Huntsville Bicycle Advocacy and Safety Committee (BASC)-representing bicycle safety advocates, city officials, citizens - Downtown Huntsville, Inc. (DHI)-representing all stakeholder groups, including downtown property owners, business owners, tourist attractions, business organizations, advocacy groups, Chamber representatives, neighborhood associations, citizens - City Administration and the MPO, representing the City of Huntsville and surrounding region's transportation interests. These groups have been actively engaged in the planning process attending stakeholder and public meetings, and monthly and quarterly meetings held by each individual organization. DHI is advocating for the project with downtown and area businesses; BASC is advocating for the project with the local bicycle community and the MPO; and City Leadership has been a strong supporter, publicly committing to Vision Zero, and advocating for alternative modes infrastructure projects at the local, state, regional, and federal levels, carrying out the City's Smart Growth vision and commitment to equity, public safety, and quality of life.

11. To what degree has the community been engaged in planning your BIC! project or other cycling infrastructure?

This Action Plan builds out our infrastructure goals in a way that provides safe transportation options to residents, visitors and commuters of all physical abilities, backgrounds, economic statuses, and ages in a timely and cost-effective manner. The Plan will help us swiftly and efficiently address the need for safer intersections and gateways into our downtown. During this plan's and our Downtown Master Plan Update's public outreach effort, that consisted of public input workshops, community surveys, and ongoing monthly BASC meetings, we consistently heard that residents desire the freedom to safely travel throughout our city and access the many amenities our downtown has to offer, by bike, foot, wheelchair, or other means, but were stifled by high-traffic roads surrounding our urban core. With industry best practices, creative tactical urbanism, and community priorities leading the way, Huntsville now has a plan that engages a Safe System Approach to transform feedback into vision.

12. Please describe the relationship between your administrative entity and community partners or NGOs. Have you worked together before? How do your different backgrounds and objectives contribute to improving cycle network infrastructure in your city?

Since 2008, the City has partnered with BASC to plan bicycle facilities and programs. Members represent city staff, local bicycle organizations, bike shops, and citizens. The committee meets with Traffic Engineering, Planning, Public Safety, and others once a month to report on comprehensive safety needs. BASC are also members of MPO Citizens Advisory Committee and give guidance on bicycle planning efforts and measure project performance. BASC members are daily bicycle commuters who identify concerns at street-level, reporting high-risk areas and suggesting improvements to City officials via email and during monthly BASC meetings. BASC plays an essential role in promoting/advocating for bicycle safety and infrastructure and were heavily involved in the planning of this project. The Engineering and Planning Departments understand Smart Growth policies and practices for alternative mode

infrastructure planning, providing quantitative data to support planning efforts, while BASC provides the qualitative, street-level input necessary for successful bicycle infrastructure projects.

SECTION 5: SUPPORTING RESOURCES

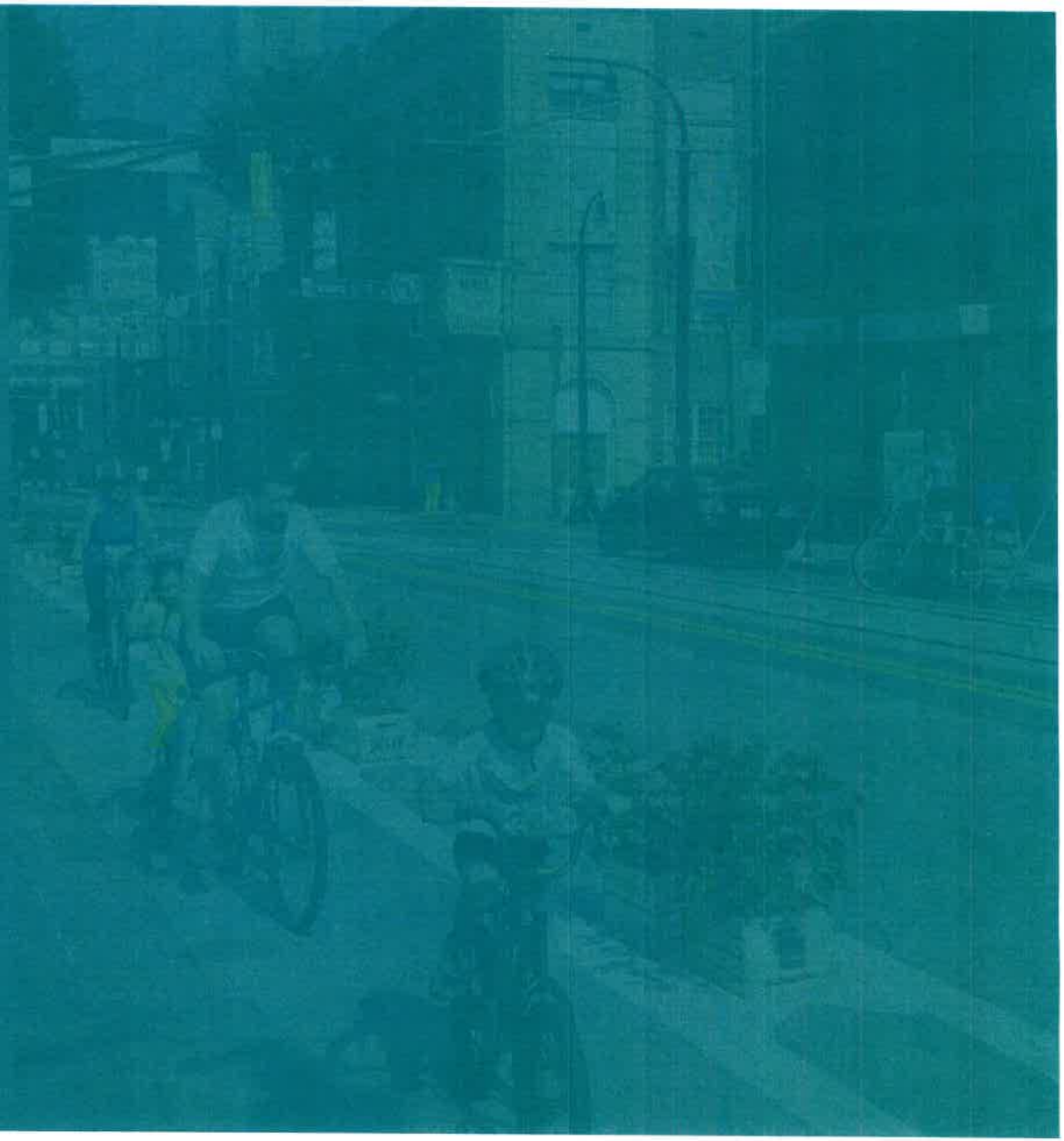
1. Map of existing cycle network with proposed BiCI project locations

(See Plan attached)

2. Estimated BiCI implementation timeline and milestones

(See Plan attached)

Downtown Active Transportation Connectivity Action Plan



City of Huntsville
December 2022

HUNTSVILLE
The Star of Alabama

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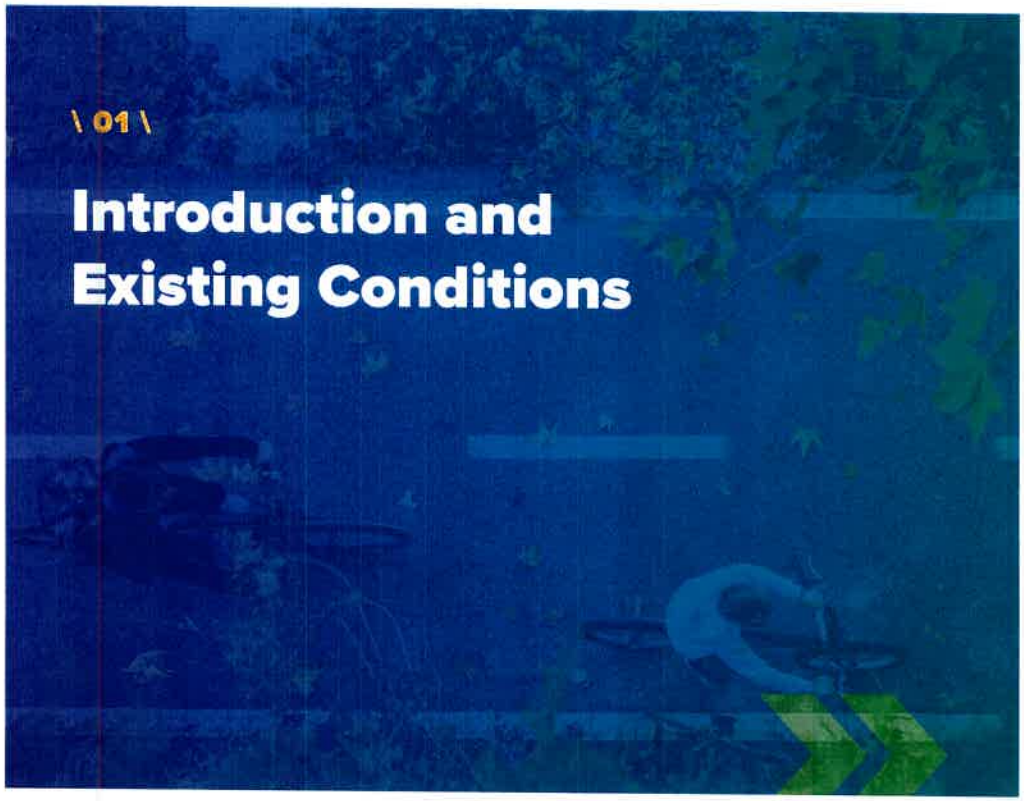


\ 01 \

Introduction and Existing Conditions

Introduction

Purpose and Vision

The Downtown Huntsville Master Plan identified and recommended development opportunities along with public realm, mobility, and connectivity strategies. While nearly all proposed development opportunities have moved forward, the implementation of connectivity and mobility improvements hasn't kept up at the same pace. With development comes increasing need for a functional multi-modal network of walkways and bikeways to connect into the downtown. This project identification and pre-design exercise addresses the growing need through a multi-modal lens to create an accessible downtown from points just outside the core.



Family bike ride on Fraser / Lowe Ave

Project Goals

This project is focused on improving the bicycle and pedestrian infrastructure at major gateways into downtown. The plan includes an assessment of existing infrastructure, the development of an active transportation network throughout downtown, and concept designs for spot and intersection improvements at downtown gateways. As a final end product, the plan will meet the following deliverable goals:

Create a Downtown Active Transportation Network Plan:
Identify a recommended downtown active transportation network that connects adjacent neighborhoods and connects to planned projects.

Develop Conceptual Drawings for Short term, Quick Win Projects:
Identify spot downtown gateway improvements and develop concept designs for implementation.



Lowe Ave and Madison St: This study assesses major intersections into downtown and identifies quick-win projects to improve walking and biking connectivity.

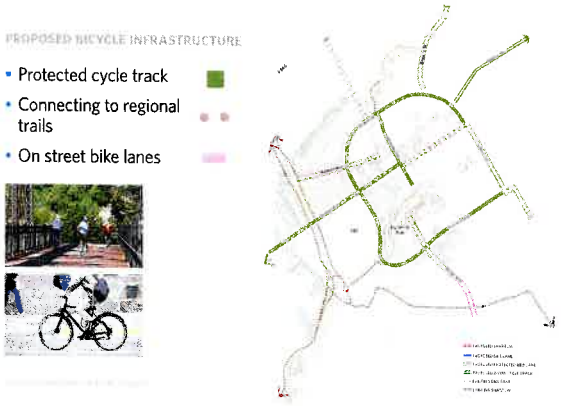
Previous Planning

This plan builds upon previous planning efforts including the 2022 Greenway Master Plan, 2020 Huntsville MPO Bikeway Plan, and the 2017 Huntsville Downtown Development Strategy. Upon reviewing these previous plans, the following major themes emerged as top priorities as related to this plan:

Safety and Comfort:
Develop facilities for all ages and abilities so all residents feel safe and comfortable when walking and biking

Connectivity:
Connect to main destinations and increase convenience of bicycle and pedestrian travel

Implementation:
Reduce hazards by implementing a "Spot Improvement Program" along major cycling routes and major pedestrian routes



Proposed Downtown Huntsville Bicycle Infrastructure from the 2017 UDA Huntsville Downtown Development Strategy Plan

Key Opportunities and Constraints

Opportunities

- Existing walking and biking culture
- Supportive infrastructure in place (bike share, greenways, Spragins Ave cycle track) and programming (walking and biking tours)
- Pedestrian Access and Redevelopment Corridor (PARC) RAISE grant project
- Wide roadways with low traffic volumes and speeds = opportunity for road diets and the addition of bicycle/pedestrian infrastructure
- Traffic signals can be adjusted with relatively low cost changes to improve the walking and bicycling experience.
- Channelized turns can be improved with raised pedestrian crossings to improve visibility of pedestrians, warn drivers, and slow traffic speeds.
- Where crosswalks are not present, adding high visibility crossings are relatively cost effective ways to improve walking and biking safety.



Lowe Ave: A 5-lane road that sees under 5,000 Annual Average Daily Vehicular Trips (AADT) and ideal candidate for a road diet with 3 travel lanes and separated/buffered bike lanes

Constraints

- Downtown is bordered by busy roads with high traffic volumes (Governors Dr, California St, Pratt Ave, and Memorial Pkwy).
- Narrow roads and right-of-ways in some locations will require property acquisition or easements to incorporate new sidewalks.
- Stormwater inlets at intersection corners may create challenges when realigning or adding new crosswalks.



Governors Dr and Lowery Blvd: A busy intersection between downtown, restaurants, medical offices, and Huntsville High School.

\ 02 \

Network Recommendations

Downtown Active Transportation Network

This plan builds upon the active transportation infrastructure as recommended in the previous plans noted on page 7 and adds new infrastructure to create a connected network throughout downtown. As downtown already features a robust sidewalk network, many recommendations include improved bicycle infrastructure. See page 13 for the proposed downtown active transportation network.



Wide sidewalk along the east side of Lowery Blvd

Network Recommendations

The Big Picture

- Create facilities that are comfortable by all ages and abilities to invite residents and visitors to walk and bike more downtown
- Elevate the choice of walking or biking to downtown with improved infrastructure and facilities

This Plan

- Identifies a future, connected system of walking and biking infrastructure into and throughout downtown (See Map on following page)
- Locates spot improvements at major intersections and points leading into downtown, improving bicycle and pedestrian connectivity from nearby neighborhoods

Lane Reconfiguration Example: Georgia Tech Parkway

Creating comfortable walking and biking corridors around and through downtown elevate the choice to walk or bike and will connect residents and visitors to the major downtown destinations, parks, and neighborhoods. The following images illustrate a corridor with a similar cross-section as Lowe Ave and Monroe St and how it was transformed into a walking and biking corridor with dedicated two-way cycle track.



GEORGIA TECH PARKWAY BEFORE: 4-5 travel lanes



GEORGIA TECH PARKWAY AFTER: 2-3 travel lanes and 2-way cycletrack with sidewalk

Downtown Active Transportation Network





\ 03 \

Short term, Quick Win Projects

Quick Win Projects

A primary goal of this plan is the development of quick-win projects that can be implemented efficiently and bring noticeable improvements to walking and biking infrastructure at major downtown gateways. The project team created a list of potential projects and, through a collaborative effort with City of Huntsville staff, narrowed the projects to nine spot improvements. The following pages provide concept plans and planning-level cost assessments for the projects. See the map on page 17 for the project locations. To see the full list of improvements that were considered, see the Appendix.

Cost Assessment Note

Cost estimates prepared for the projects are based on a feasibility estimate by Alta staff and overall direction from City of Huntsville staff. As no survey or underground utility analysis has been performed, some uncertainty remains. Unit prices for this study were sourced from the ALDOT 2022 bid tabulations. Prices were primarily chosen from the Madison County bid tabulations for pay items with quantity ranges similar to these projects. For pay items that were not available within the Madison County projects, unit prices were chosen from other counties with similar projects and demographics. These unit prices were then averaged and used as the basis for estimates. Overall our project team feels that these costs seem high given the work to be performed, but that they likely represent a safe cost that should not be exceeded unless significant elements are added in future design following the completion of this project.



The intersection of Lowe Ave and Madison St provides an opportunity for a protected intersection with lane reconfiguration and the addition of buffered bike lanes.

Spot Improvement Types

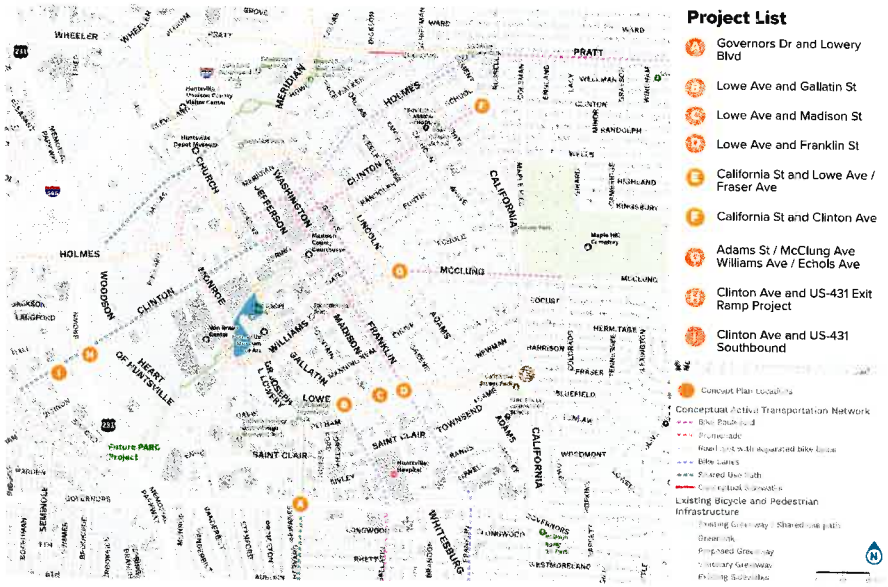
The concept plans include some of the following spot improvement types:

- Signal changes: Leading Pedestrian Intervals (LPIs), No Turn on Red (NTOR), Flashing Yellow Arrow (FYA), and Accessible Pedestrian Signals (APS)
- Striping adjustments / Curb extensions
- Lane reconfigurations
- Protected intersections
- Bike boxes and bike detection
- Smart channels
- New curb ramps and accessibility improvements



Protected intersection example: A new protected intersection near the Memphis Medical District was the result of multiple institutions working together to strengthen the connection between neighborhoods, the Medical District, and downtown. The intersection includes buffered bike lanes, high visibility crosswalls, bike crossing delineation, painted curb extensions, vertical delineators, and pedestrian signals.

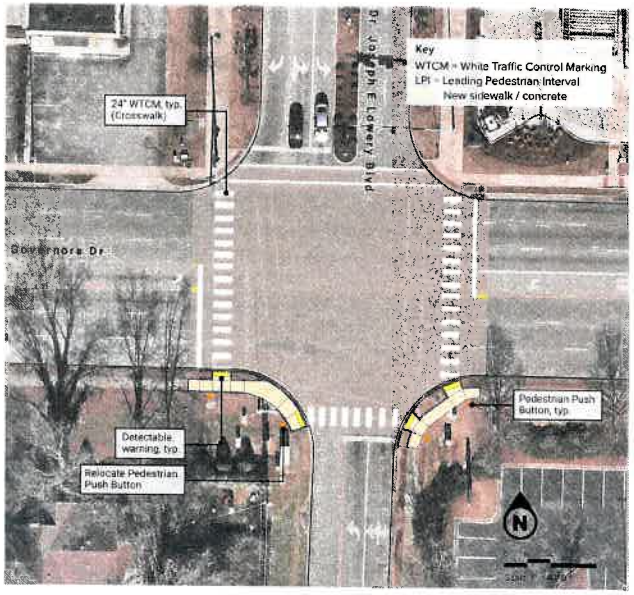
Project Locations



Project A) Governors Dr and Lowery Blvd

As a busy intersection between downtown, restaurants, medical offices, and Huntsville High School, the Governors Dr and Lowery Blvd intersection has the potential to see significant travel on foot or by bike. In fact, high school students often cross Governors Dr to reach commercial destinations on the north side of Governors Dr. The concept plan includes the following improvements to increase pedestrian visibility and enhance the walking and biking experience:

- Provide high visibility crosswalks, improve crosswalk alignment, and upgrade pedestrian accessibility to meet current PROWAG standards.
- Add directional ramps for relocated crosswalks on east and west legs on the south side of the intersection.
- Relocate pedestrian signal locations for increased accessibility.
- Signal is already split phase and separates pedestrians from dual left turns. Adding an LPI is recommended to better treat right turn conflicts.



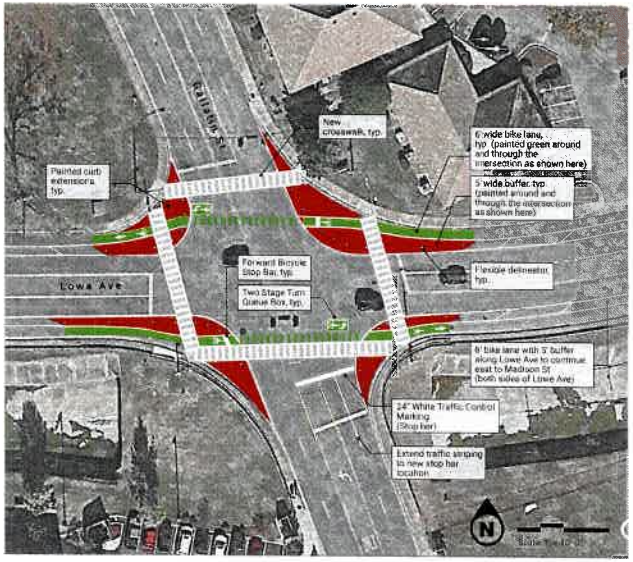
Project A) Conceptual Cost Estimate

Elements	Estimated Quantity	Unit	Unit Cost	Total Cost
Site Work Schedule				
Install Concrete Sidewalk	99	SY	$194	$19,206
Install Curb/Curb & Gutter	54	LF	$80	$4,320
Traffic Control Markings	856	SF	$11	$9,416
Removal of Existing Traffic Control Markings	336	SF	$6	$2,016
Removal of Existing Traffic Stripes	289	LF	$8	$2,254
Removal of Existing Concrete	58	SY	$52	$3,016
Pedestrian Push Button	4	EA	$2,500	$10,000
Unclassified Excavation	2	CY	$1,000	$2,000
			Site Work Total	$52,228
Miscellaneous Schedule				
Mobilization & Demobilization	1	LS	3%	$1,567
Site Restoration (Property, Grading)	1	LS	2%	$1,045
Traffic Control	1	LS	$13,235	$13,235
Geometric Controls	1	LS	3%	$1,567
Erosion Control & Sediment Control	1	LS	$4,406	$4,406
	Subtotal for Miscellaneous Schedule			$21,819
Engineering Schedule				
Engineering Design	1	LS	10%	$7,405
Construction Oversight	1	LS	10%	$5,223
	Subtotal for Engineering Schedule			$12,628
			Grand Total	**$86,675**

Project B) Lowe Ave and Gallatin St

Lowe Ave, a five-lane roadway, sees an average of 5,000 vehicle trips per day. With low traffic volumes, this wide corridor can be transformed into a three-lane roadway by removing two travel lanes and converting them to separated/buffered bike lanes. This increases the walking and biking experience along Lowe Ave, which is already a bike route (#54) and major east-west connection into downtown. With the new roadway cross-section, the intersections along Lowe Ave can become "protected intersections" with new striping to increase bicycle and pedestrian visibility and add new facilities for walking and biking. The next three projects detail these new intersection designs. The intersection improvements shown to the right include:

- Lane reconfiguration on Lowe Ave from 5 to 3 travel lanes
- Add intersection crossing markings for the bike lanes. Adjust turning path of vehicles with painted curb extensions.
- Restrict right turns on red (NTOR) and provide a Flashing Yellow Arrow and a short LPI.



Note: An engineered striping plan along Lowe Ave is recommended to address lane transitions and ensure project quality.

Project B) Conceptual Cost Estimate

Elements	Estimated Quantity	Unit	Unit Cost	Total Cost
Site Work Schedule for Protected Intersection				
4" Traffic stripe	1111	LF	$2	$2,222
Bike lane stencil marking	6	EA	$250	$1,500
Crosswalks	2212	SF	$11	$24,332
Removal of Crosswalks	2212	SF	$6	$13,272
Flexible delineators	32	EA	$35	$1,120
Green painted bike lane (as shown in concept drawing)	2380	SF	$10	$23,800
Painted curb extensions (colored pavement)	3706	SF	$8	$29,648
Site Work Schedule for Bike lanes and buffer between intersections				
Bike lane striping between Gallatin St and Madison St	690	LF	$2	$1,380
Bike lane buffer striping between Gallatin St and Madison St	690	LF	$2	$1,380
Flexible Delineators (average 40' O.C spacing)	18	EA	$35	$630
			Site Work Total	$99,284
Miscellaneous Schedule				
Mobilization & Demobilization	1	LS	3%	$2,979
Site Restoration (Property, Grading)	1	LS	2%	$1,986
Traffic Control	1	LS	$13,235	$13,235
Geometric Controls	1	LS	3%	$2,979
Erosion Control & Sediment Control	1	LS	$4,406	$4,406
			Subtotal for Miscellaneous Schedule	$25,584
Engineering Schedule				
Engineering Design	1	LS	10%	$12,487
Construction Oversight	1	LS	10%	$9,928
			Subtotal for Engineering Schedule	$22,415
			Grand Total	**$147,283**

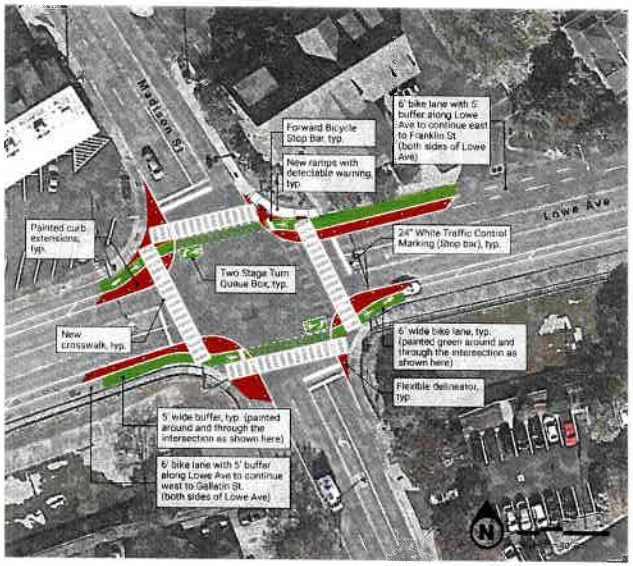
Notes: Cost varies significantly depending on material used for red and green pavement coatings. This estimate assumes durable coatings and may lie on the high end of the spectrum. Curb ramps could use accessibility and location upgrades which would reduce the overall size of the intersection as part of a more complex project.

Project C) Lowe Ave and Madison St

Similar to Project B, the intersection of Lowe Ave and Madison St can be converted to a protected intersection with the addition of new striping and painted curb extensions.

The intersection improvements shown to the right include:

- Lane reconfiguration on Lowe Ave from 5 to 3 travel lanes
- Add intersection crossing markings for the bike lanes. Adjust turning path of vehicles with painted curb extensions.
- Restrict right turns on red (NTOR) and provide a Flashing Yellow Arrow and a short LPI.



Note: An engineered striping plan along Lowe Ave is recommended to address lane transitions and ensure project quality.

Project C) Conceptual Cost Estimate

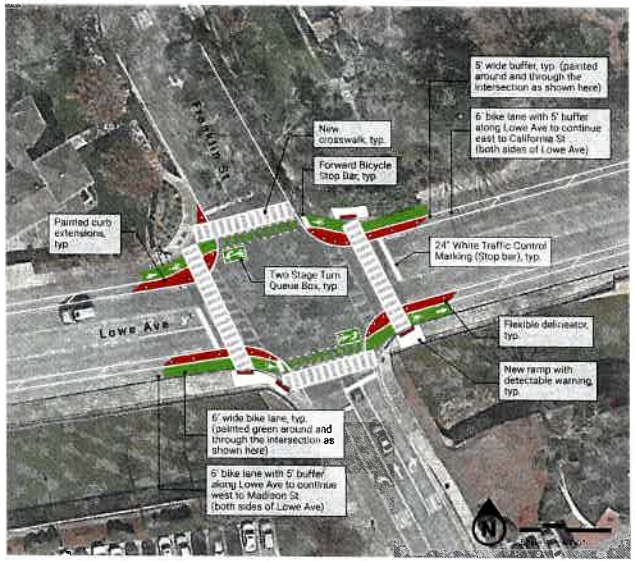
Elements	Estimated Quantity	Unit	Unit Cost	Total Cost
Site Work Schedule for Protected Intersection				
Install Concrete Sidewalk and Ramps	9	SY	$194	$1,746
Install Curb/Curb & Gutter	10	LF	$80	$800
4" Traffic stripe	1206	LF	$2	$2,412
24" Stop Bar	74	LF	$10	$740
Bike lane stencil marking	6	EA	$250	$1,500
Crosswalks	2236	SF	$11	$24,596
Removal of Stop Bar	74	LF	$6	$444
Removal of Crosswalks	2236	SF	$6	$13,416
Removal of Existing Concrete	19	SY	$52	$988
Unclassified Excavation	0.5	CY	$1,000	$500
Flexible delineators	32	EA	$35	$1,120
Green painted bike lane (as shown in concept drawing)	2177	SF	$10	$21,770
Painted curb extensions (colored pavement)	1748	SF	$8	$13,984
Site Work Schedule for Bike lanes and buffer between intersections				
Bike lane striping between Madison St and Franklin St	400	LF	$2	$800
Bike lane buffer striping between Madison St and Franklin St	400	LF	$2	$800
Flexible Delineators (average 40' O.C spacing)	10		$35	$350
			Site Work Total	$85,966
Miscellaneous Schedule				
Mobilization & Demobilization	1	LS	3%	$2,579
Site Restoration (Property, Grading)	1	LS	2%	$1,719
Traffic Control	1	LS	$12,000	$12,000
Geometric Controls	1	LS	3%	$2,579
Erosion Control & Sediment Control	1	LS	$5,000	$5,000
			Subtotal for Miscellaneous Schedule	$23,877
Engineering Schedule				
Engineering Design	1	LS	10%	$10,984
Construction Oversight	1	LS	10%	$8,597
			Subtotal for Engineering Schedule	$19,581
			Grand Total	**$129,424**

Notes: Cost varies significantly depending on material used for red and green pavement coatings. This estimate assumes durable coatings and may lie on the high end of the spectrum.

Project D) Lowe Ave and Franklin St

As the third protected intersection along Lowe Ave, Franklin St is similar to Gallatin St and Madison St but introduces a protected intersection typology at the entrance to a residential street. The protected intersection will improve walking and biking connectivity and slow traffic speeds coming into and traveling through the neighborhood. As Franklin St is proposed as a future bike boulevard and is currently a city bike route (#69), this protected intersection adds to the user comfort and invites more to walk and bike. As was proposed with the other intersections along Lowe Ave, this project includes:

- Lane reconfiguration on Lowe Ave from 5 to 3 travel lanes
- Add intersection crossing markings for the bike lanes. Adjust turning path of vehicles with painted curb extensions.
- Restrict right turns on red (NTOR) and provide a Flashing Yellow Arrow and a short LPI.



Note: An engineered striping plan along Lowe Ave is recommended to address lane transitions and ensure project quality.

Project D) Conceptual Cost Estimate

Elements	Estimated Quantity	Unit	Unit Cost	Total Cost
Site Work Schedule for Protected Intersection				
Install Concrete Sidewalk and Ramps	12	SY	$194	$2,328
Install Curb/Curb & Gutter	12	LF	$80	$960
4" Traffic stripe	1048	LF	$2	$2,096
24" Stop Bar	63	LF	$10	$630
Bike lane stencil marking	6	EA	$250	$1,500
Crosswalks	1973	SF	$11	$21,703
Removal of Stop Bar	63	LF	$6	$378
Removal of Crosswalks	1973	SF	$6	$11,838
Removal of Existing Concrete	12	SY	$52	$624
Unclassified Excavation	1	CY	$1,000	$1,000
Flexible delineators	29	EA	$35	$1,015
Green painted bike lane (as shown in concept drawing)	1248	SF	$10	$12,480
Painted curb extensions (colored pavement)	825	SF	$8	$6,600
Site Work Schedule for Bike lanes and buffer between intersections				
Bike lane striping between Franklin St and California St	3390	LF	$2	$6,780
Bike lane buffer striping between Franklin St and California St	3390	LF	$2	$6,780
Flexible Delineators (average 40' O.C spacing)	88		$35	$3,080
			Site Work Total	$79,792
Miscellaneous Schedule				
Mobilization & Demobilization	1	LS	3%	$2,394
Site Restoration (Property, Grading)	1	LS	2%	$1,596
Traffic Control	1	LS	$12,000	$12,000
Geometric Controls	1	LS	3%	$2,394
Erosion Control & Sediment Control	1	LS	$5,000	$5,000
			Subtotal for Miscellaneous Schedule	$23,383
Engineering Schedule				
Engineering Design	1	LS	10%	$10,318
Construction Oversight	1	LS	10%	$7,979
			Subtotal for Engineering Schedule	$18,297
			Grand Total	$121,472

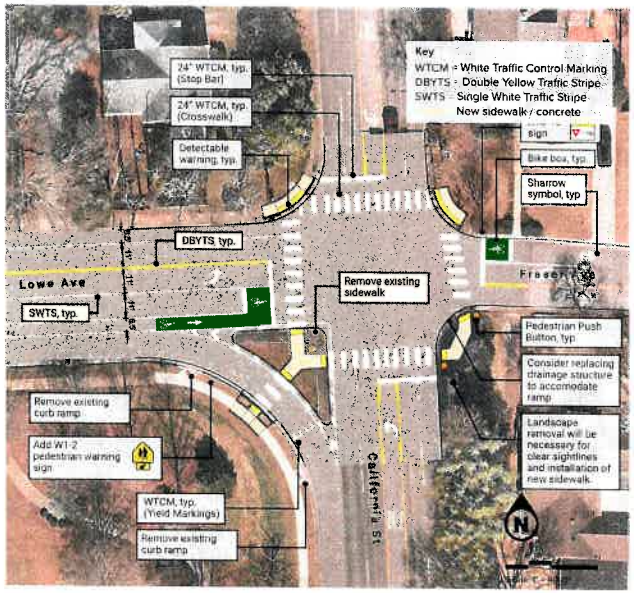
Notes: Cost varies significantly depending on material used for red and green pavement coatings. This estimate assumes durable coatings and may lie on the high end of the spectrum. Curb ramps could use accessibility and location upgrades which would reduce the overall size of the intersection as part of a more complex project.

Project E) Lowe Ave and California St

The intersection of Lowe Ave and California St is a primary gateway between the Blossomwood neighborhood and downtown. The intersection should be improved with new crosswalks, ramps, pedestrian signals, and bike boxes to increase the visibility of those walking and biking. As a long term improvement, a sidewalk is recommended along Fraser as it travels through the neighborhood. The concept plan includes the following recommendations:

- Lane reconfiguration along Lowe Ave
- Add crosswalks to all legs and new pedestrian landing areas with ramps at intersection corners.
- Provide Flashing yellow arrow on all legs vs. permissive green.
- At the channelized turn, relocate pedestrian crossing to middle of curve.

Note: An engineered striping plan along Lowe Ave is recommended to address lane transitions and ensure project quality.



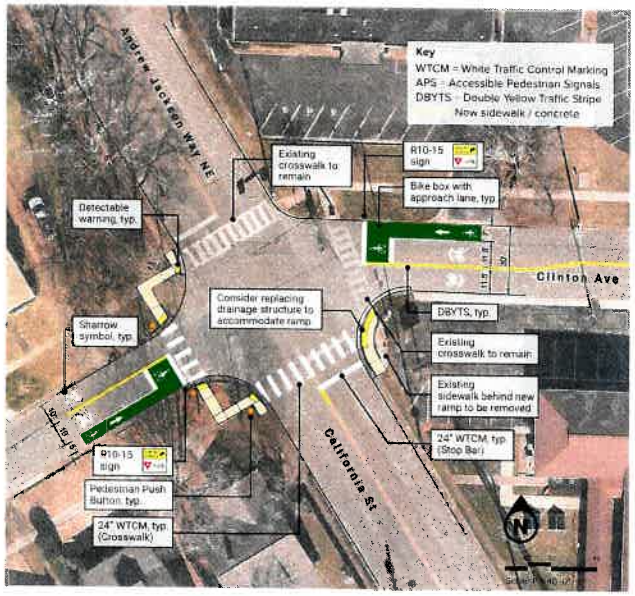
Project E) Conceptual Cost Estimate

Elements	Estimated Quantity	Unit	Unit Cost	Total Cost
Site Work Schedule				
Install Concrete Sidewalk	127	SY	$194	$24,638
Install Curb/Curb & Gutter	199	LF	$80	$15,920
Inlet Replacement	1	EA	$10,000	$10,000
Traffic Control Markings	1787	SF	$11	$19,657
Traffic Stripe	600	LF	$8	$4,680
Removal of Existing Traffic Control Markings	197	SF	$6	$1,182
Removal of Existing Traffic Stripes	979	LF	$8	$7,636
Removal of Existing Concrete	62	SY	$52	$3,224
Traffic Signs	16	SF	$50	$800
Pedestrian Push Button	2	EA	$2,500	$5,000
Unclassified Excavation	6	CY	$1,000	$6,000
			Site Work Total	$98,737
Miscellaneous Schedule				
Mobilization & Demobilization	1	LS	3%	$2,962
Site Restoration (Property, Grading)	1	LS	2%	$1,975
Traffic Control	1	LS	$12,755	$12,755
Geometric Controls	1	LS	3%	$2,962
Erosion Control & Sediment Control	1	LS	$5,338	$5,338
Utility Adjustments	1	LS	$5,000	$5,000
			Subtotal for Miscellaneous Schedule	$30,992
Engineering Schedule				
Engineering Design	1	LS	10%	$12,973
Construction Oversight	1	LS	10%	$9,874
			Subtotal for Engineering Schedule	$22,847
			Grand Total	**$152,576**

Project F) Clinton Ave and California St

The intersection of Clinton Ave and California St is major gateway into downtown from the 5-points neighborhood. As Bike Route #51 travels along Clinton Ave, many cyclists use this low traffic road to travel between neighborhoods and downtown. This intersection can be improved with simple striping, bike detection, and pedestrian signals to increase the visibility of pedestrians and cyclists and increase safety through new crossing features. The concept plan includes the following recommendations:

- Add crosswalks to west and south legs.
- Improve curb ramps on three corners to meet current accessibility standards.
- Add pedestrian signals along with APS push buttons.
- Add bike box with bike detection in both directions on Clinton Ave.
- Add a No right turn on red (NTOR) for Clinton approaches.



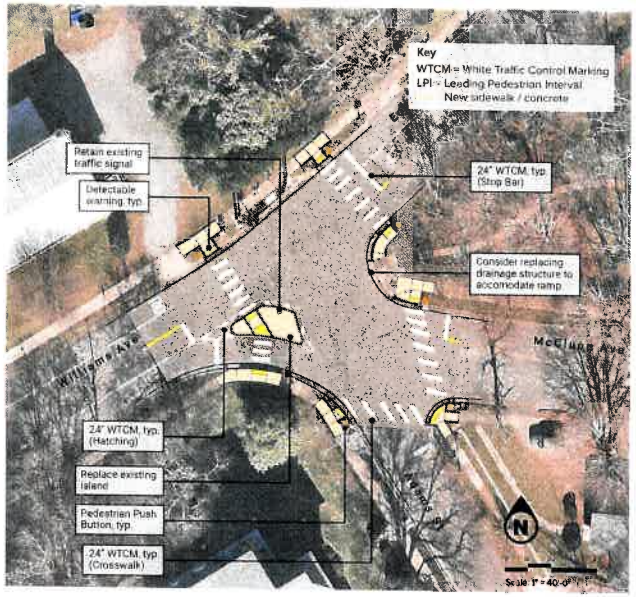
Project F) Conceptual Cost Estimate

Elements	Estimated Quantity	Unit	Unit Cost	Total Cost
Site Work Schedule				
Install Concrete Sidewalk	91	SY	$194	$17,654
Install Curb/Curb & Gutter	26	LF	$80	$2,080
Traffic Control Markings	1397	SF	$11	$15,367
Traffic Stripe	143	LF	$8	$1,144
Removal of Existing Traffic Control Markings	121	SF	$6	$726
Removal of Existing Traffic Stripes	286	LF	$8	$2,231
Removal of Existing Concrete	44	SY	$52	$2,288
Inlet Protection	2	EA	$542	$1,084
Traffic Signs	14	SF	$50	$700
Pedestrian Push Button	3	EA	$2,500	$7,500
Unclassified Excavation	1	CY	$1,000	$1,000.0
			Site Work Total	$51,774
Miscellaneous Schedule				
Mobilization & Demobilization	1	LS	3%	$1,553
Site Restoration (Property, Grading)	1	LS	2%	$1,035
Traffic Control	1	LS	$13,025	$13,025
Geometric Controls	1	LS	3%	$1,553
Erosion Control & Sediment Control	1	LS	$3,885	$3,885
			Subtotal for Miscellaneous Schedule	$21,052
Engineering Schedule				
Engineering Design	1	LS	10%	$7,283
Construction Oversight	1	LS	10%	$5,177
			Subtotal for Engineering Schedule	$12,460
			Grand Total	**$85,286**

Project G) Adams St / McClung Ave / Williams Ave / Echols Ave

This four-way intersection creates a large, irregular space with vegetation at some corners that occasionally block sight lines. There is no current guidance provided to pedestrians on when or where to cross the street. The addition of crosswalks, signage, and signals will help increase visibility of pedestrians. As a long term project, this intersection could be redesigned and simplified to improve functionality and user experience. A design consultant would need to be engaged for alternative configurations. The concept plan provides the following recommendations for this quick-win project:

- Provide curb ramps, crosswalks and pedestrian signals.



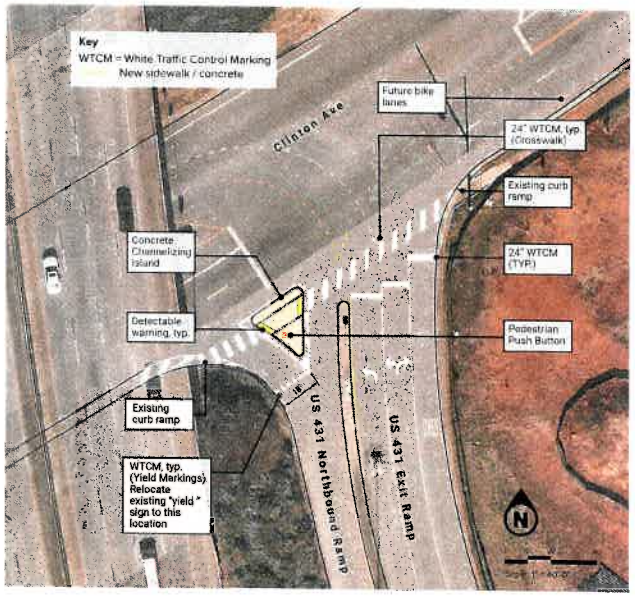
Project G) Conceptual Cost Estimate

Elements	Estimated Quantity	Unit	Unit Cost	Total Cost
Site Work Schedule				
Install Concrete Sidewalk	124	SY	$194	$24,056
Install Curb/Curb & Gutter	135	LF	$80	$10,800
Install Concrete Islands	6	CY	$1,200	$7,200
Inlet Replacement	1	EA	$10,000	$10,000
Traffic Control Markings	726	SF	$11	$7,986
Removal of Existing Traffic Control Markings	83	SF	$6	$498
Removal of Existing Traffic Stripes	182	LF	$8	$1,420
Removal of Existing Concrete	128	SY	$52	$6,656
Pedestrian Push Button	6	EA	$2,500	$15,000
Unclassified Excavation	5	CY	$1,000	$5,000
			Site Work Total	$88,616
Miscellaneous Schedule				
Mobilization & Demobilization	1	LS	3%	$2,658
Site Restoration (Property, Grading)	1	LS	2%	$1,772
Traffic Control	1	LS	$14,345	$14,345
Geometric Controls	1	LS	3%	$2,658
Erosion Control & Sediment Control	1	LS	$5,252	$5,252
Utility Relocation/Adjustments	1	LS	$5,000	$5,000
			Subtotal for Miscellaneous Schedule	$31,686
Engineering Schedule				
Engineering Design	1	LS	10%	$12,030
Construction Oversight	1	LS	10%	$8,862
			Subtotal for Engineering Schedule	$20,892
			Grand Total	**$141,194**

Project H) Clinton Ave and US-431 Exit Ramp

On the west side of downtown, Clinton Ave is a major east-west connector between downtown, neighborhoods west of Memorial Parkway, Campus 805, and other attractions. With the new Constellation development in progress, increased pedestrian and cycling activity is expected. The concept plan includes formalizing a pedestrian island to provide a designated space for pedestrians and increase visibility. Project recommendations include:

- Create a concrete pedestrian refuge island.
- Add a new pedestrian push button.



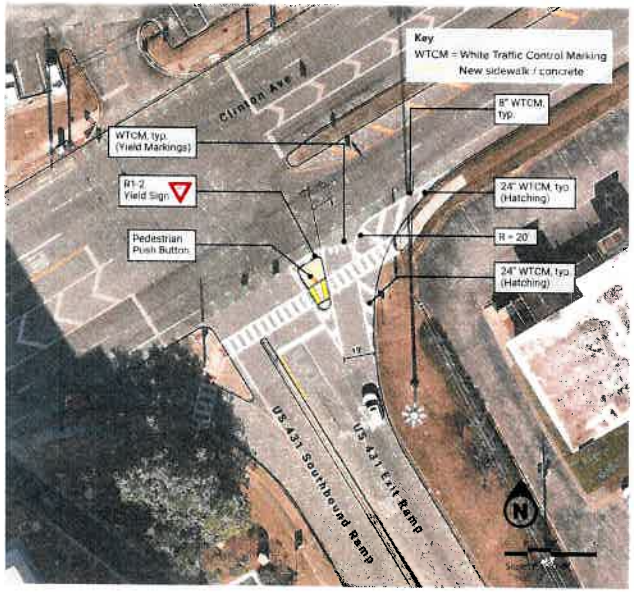
Project H) Conceptual Cost Estimate

Elements	Estimated Quantity	Unit	Unit Cost	Total Cost
Site Work Schedule				
Install Concrete Islands	7	CY	$1,200	$8,400
Traffic Control Markings	608	SF	$11	$6,688
Removal of Existing Traffic Control Markings	504	SF	$6	$3,024
Unclassified Excavation	5	CY	$1,000	$5,000
			Site Work Total	$23,112
Miscellaneous Schedule				
Mobilization & Demobilization	1	LS	3%	$693
Site Restoration (Property, Grading)	1	LS	2%	$462
Traffic Control	1	LS	$7,445	$7,445
Geometric Controls	1	LS	3%	$693
Erosion Control & Sediment Control	1	LS	$679	$679
			Subtotal for Miscellaneous Schedule	$9,973
Engineering Schedule				
Engineering Design	1	LS	10%	$3,308
Construction Oversight	1	LS	10%	$2,311
			Subtotal for Engineering Schedule	$5,620
			Grand Total	**$38,705**

Project I) Clinton Ave and US-431 Southbound

This quick-win project continues improvements along the south side of the Clinton Ave corridor. The project includes a formalized, concrete pedestrian refuge and a realignment of the channelized turn into a smart channel design to reduce traffic speeds.

- Create a concrete pedestrian refuge island.
- Add a new pedestrian push button.
- Adjust the channelized turn striping into a smart channel to reduce the turning radius and slow traffic speeds.



Project I) Conceptual Cost Estimate

Elements	Estimated Quantity	Unit	Unit Cost	Total Cost
Site Work Schedule				
Install Concrete Islands	3	CY	$1,200	$3,600
Traffic Control Markings	363	SF	$11	$3,993
Removal of Existing Traffic Control Markings	74	SF	$6	$444
Traffic Signs	16	SF	$50	$800
Pedestrian Push Button	1	EA	$2,500	$2,500
Unclassified Excavation	3	CY	$1,000	$3,000
			Site Work Total	$14,337
Miscellaneous Schedule				
Mobilization & Demobilization	1	LS	5%	$717
Site Restoration (Property, Grading)	1	LS	2%	$287
Traffic Control	1	LS	$7,445	$7,445
Geometric Controls	1	LS	5%	$0
Erosion Control & Sediment Control	1	LS	$137	$137
			Subtotal for Miscellaneous Schedule	$8,586
Engineering Schedule				
Engineering Design	1	LS	10%	$2,292
Construction Oversight	1	LS	10%	$1,434
			Subtotal for Engineering Schedule	$3,726
			Grand Total	**$26,649**



Appendix

Spot Improvement Selection Process

Before selecting the nine concept plan locations, intersections into downtown were studied for their potential and need for improvements. The map on the following page illustrates the first round of recommendations which were then discussed and narrowed down to select the concept plan locations. Projects were categorized as short term, long term, and visionary as defined below.

Short Term

Strategic, quick improvements to intersections are effective measures to improve ease of access, safety, and experience of walking and biking into downtown. Proposed improvements include:

- Signal changes: Leading Pedestrian Intervals (LPIs), No Turn on Red (NTOR), Flashing Yellow Arrow (FYA), and Accessible Pedestrian Signals (APS)
- Striping adjustments and curb extensions
- Road diets
- Bike boxes and bike detection
- Roundabouts
- Raised pedestrian crossings
- Smart channels
- New curb ramps and accessibility improvements

Long Term and Visionary

Long term projects may require right-of-way acquisition, major construction, utility relocation, and other costly changes that require further study and coordination. Recommendations include:

- Major intersection redesign and infrastructure relocation
- Projects requiring land acquisition
- Relocating curbs and gutters

All Spot Improvement Locations



Short Term Project List

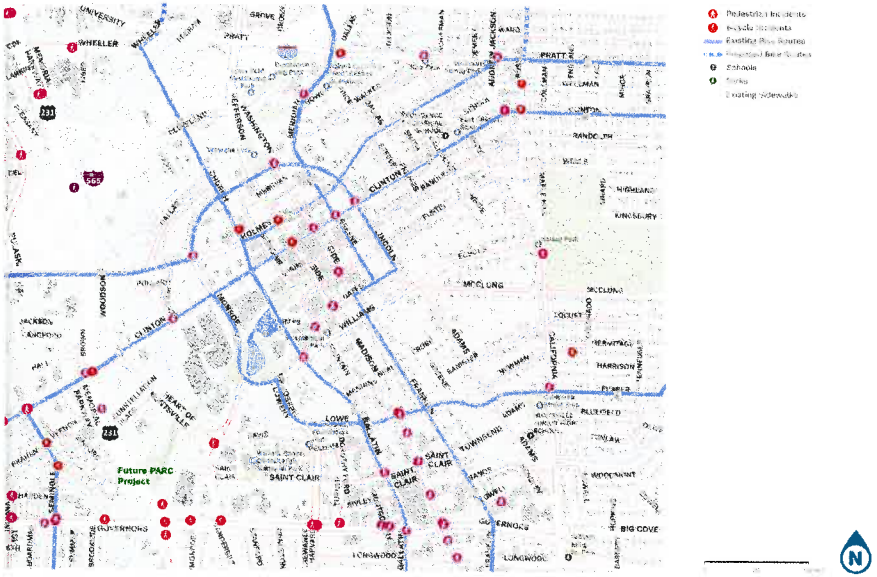
- 1. Lowery/Harvard and Governors: Add directional ramps for relocated crosswalks on east and west legs on the south side of the intersection. Pedestrian signal locations may need adjustment. Provide high visibility crosswalks, move stop bars back, and fix crosswalk location. Signal is already split phase and separates pedestrians from dual left turns. Adding LPI is recommended.
- 2. Gallatin and Governors: NTOR blankout signs to be active during potential pedestrian conflicts when buttons are pressed. Convert channelized turn islands to smart channel geometry with raised pedestrian crossings.
- 3. Lowe and Gallatin: Add crosswalk on southern leg, FYA, NTOR, LPI, painted truck aprons on large radii corners.
- 4. Lowe and Franklin: Add FYA and LPI.
- 5. Lowe road diet: Change 5-lane roadway to 3 travel lanes with separated bike lanes on each side.
- 6. Lowe/Fraser and California:

  A. Channelized turn: minimum - add crosswalks and warning signage to turn lane. Ideally, move pedestrian crossing to middle of curve and adjust geometry to smart channel geometry.
  B. Intersection: Add crosswalks to all legs, Provide Flashing yellow arrow on all legs vs permissive green. Provide a pedestrian landing area with ramps on SE corner. Add RRFB at school crossing location of Bluefield and California
- 7. Adams / McClung / Williams Ave / Echols Ave: Provide curb ramps, crosswalks and pedestrian signals with LPI.
- 8. McClung and California: Provide ADA-complaint ramps, crosswalks, and pedestrian signals with LPI on all legs. Ramps will require full reconstruction of storm drain inlets which are at the apex of the corners.
- 9. Clinton and California: Add crosswalks to west and south legs, add pedestrian signals along with APS push buttons, and add bike box with bike detection in both directions on Clinton.
- 10. Pratt / California / Holmes: Provide diagonal crosswalk and pedestrian signals in that direction. Retime for scramble pedestrian phase to accommodate existing diagonal pedestrian movements.
- 11. Pratt and Meridian: Provide FYA, LPI, and APS
- 12. Church and Pratt: Add pedestrian warning signs at channelized turn lanes, and if possible, add raised ped crossing over the slip lanes and the addition of LPI on N and S legs.
- 13. Church and Dallas: Remove channelized turn lanes, make intersection smaller, and add crosswalks at least on west and north legs. North leg could have a refuge island in the unneeded left turn lane. This could help connect greenways in the future.
- 14. Monroe and Meridian: Improve warning signage for pedestrians at this location.
- 15. Holmes and Lincoln: Add curb ramps and crosswalk to south leg to go along with existing pedestrian signals. Increase size of channelized turn island on NE corner by extending it into the gore area.
- 16. Clinton and Lincoln: Reconstruct all corners with ramps. Add crosswalks to all legs and add LPI.
- 17. Clinton and 565: Formalize channelized turn islands in gore areas to break up pedestrian crossings.
- 18. Clinton and Memorial Parkway South ramp: Add raised turn channel and modify right turn geometry to smart channel design; or, remove right turn channel and reduce radius dramatically to reduce ped and bike exposure

Long Term Project List

- 1. Shared use path along Harvard: Replace existing sidewalk and add a 10' shared use path on the east side of the corridor
- 2. Lowe roundabouts at Gallatin, Madison, and Franklin
- 3. Lowe/Fraser and California: Remove right turn channel on EB approach with reconfiguration of roadway and add bike box (this assumes the road diet on Lowe)
- 4. Adams / McClung / Williams Ave / Echols Ave: Look at new intersection layouts. Potential roundabout/traffic circle. Grades will be challenging
- 5. Pratt / California / Holmes: Change Holmes to exit only and simplify the intersection
- 6. Pratt Ave sidewalk west of Rice Park: Add new sidewalk along south side of Pratt
- 7. Pratt and Meridian: Add bike turn boxes on Pratt if bike lanes are added. Look at protected intersection as part of intersection reconstruction. Add NTOR, blankout signs, and wider ramps to accommodate Gateway Greenway
- 8. Monroe and Meridian: If Meridian St and Lincoln/Monroe are given road diets, then this intersection could be made much smaller. Perhaps even a roundabout/ peanut about.
- 9. Holmes and Lincoln: (if stays one way): provide protected intersection with two-way cycle track on south side of intersection. Integrate ped refuge islands to shorten crossing distance. Only two through lanes.
- 10. Shared use path: Provide a connection between the Veteran's Park greenway to Pinhook Creek

Bicycle and Pedestrian Accident Locations (2015-2022)



Existing Pedestrian Infrastructure



308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-038

Department: Public Works

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

Resolution authorizing the Mayor to execute Modification No 1 to Agreement between City of Huntsville and Midsouth Paving, Inc., for Periodic Bid for Concrete Work-2022.

Type of Document: Resolution No.

Finance Information:

Account Number: 3020-55-00000-56010-00000000

City Cost Amount: $2,052,843.70

Total Cost: $4,105,687.40

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: 22-60

Location: (list below)

Address: NA
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:** 3/9/2023 **File ID:** TMP-2628

Department: Public Works

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Modification No 1 to Agreement between City of Huntsville and Midsouth Paving, Inc., for Periodic Bid for Concrete Work-2022.

Type of Document: Resolution No.

Finance Information:

Account Number: 3020-55-00000-56010-00000000

City Cost Amount: $2,052,843.70

Total Cost: $4,105,687.40

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: 22-60

Location: (list below)

Address: NA

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

Additional Comments:

RESOLUTION NO. 23-___

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into Modification No. 1 to the agreement between the City of Huntsville and Midsouth Paving, Inc., adopted and approved on the 27th day of January 2022, by the City Council of the City of Huntsville, Alabama by Resolution No. 22-60, as attached hereto.

BE IT FURTHER RESOLVED that periodic contract is extended for additional one (1) year period with services provided on an as-needed basis with up to the Not-to-Exceed (NTE) Amount of TWO MILLION FIFTY-TWO THOUSAND EIGHT HUNDRED FORTY-THREE AND 70/100 DOLLARS ($2,052,843.70). New contract expiration date: September 9, 2024. Agreement is substantially in words and figures similar to that document attached hereto and identified as "Modification No 1 to Agreement between City of Huntsville and Midsouth Paving, Inc., for Periodic Bid for Concrete Work-2022, Project No. 71-21-SP38," Consisting of four (4) pages including Exhibit "A" and the date of March 9, 2023, 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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)

MADISON COUNTY)

Modification No. 1 to Agreement between the City of Huntsville and Midsouth Paving, Inc., for Periodic Bid for Concrete Work-2022, Project No. 71-22-SP07, as adopted by Resolution 22-60 on January 27, 2022

THIS MODIFICATION NO. 1 TO AN AGREEMENT entered in on the 27th day of January 2022, in the amount of TWO MILLION FIFTY-TWO THOUSAND EIGHT HUNDRED FORTY-THREE AND 70/100 DOLLARS ($2,052,843.70). The original agreement is hereby amended by Modification No. 1 dated January 27, 2022, for the renewal of an additional one (1) year period in the same Not to Exceed (NTE) amount as the initial year of TWO MILLION FIFTY TWO THOUSAND EIGHT HUNDRED FORTY THREE AND 70/100 DOLLARS ($2,052,843.70) for the revised cumulative contract amount of FOUR MILLION ONE HUNDRED FIVE THOUSAND SIX HUNDRED EIGHTY SEVEN AND 40/100 DOLLARS, by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (OWNER) and Midsouth Paving, Inc. (CONTRACTOR).

WITNESSETH

WHEREAS, the firm identified as the CONTRACTOR, to the Agreement dated January 27, 2022, has proposed a change to the Original Agreement. This modification delineates a change to extend the contract for additional one (1) year period at the same Not-To-Exceed amount as the initial year of TWO MILLION FIFTY-TWO THOUSAND EIGHT HUNDRED FORTY-THREE AND 70/100 DOLLARS ($2,052,843.70) per Paragraph 5 on Page 1 of Attachment B of the original contract which was adopted by Resolution 22-60 on January 27, 2022.

NOW THEREFORE, in consideration of mutual covenants set forth herein, the Owner and the CONTRACTOR agree to the following modifications to the agreement:

1. Midsouth Paving, Inc., will provide for renewal of contract for additional one (1) year with services provided on an as-needed basis with up to the initial Not-to-Exceed (NTE) Amount of TWO MILLION FIFTY-TWO THOUSAND EIGHT HUNDRED FORTY-THREE AND 70/100 DOLLARS ($2,052,843.70). This extension results in the cumulative Not-to-Exceed amount funded for this contract to be FOUR MILLION ONE HUNDRED FIVE THOUSAND SIX HUNDRED EIGHTY-SEVEN AND 40/100 DOLLARS
2. Item #1 shall be performed in accordance with the original agreement dated January 27, 2022 and approved by the City Council by Resolution No. 22-60.

3. The terms of this contract modification and the execution thereof is not in any way to be viewed as a waiver on the part of the Owner of any of its rights pursuant to the Contract.
4. All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have entered their hands and seals and attest to the same with the signature of the Mayor being the official act of the said municipality in accordance with his duly constituted authority.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By:_____
Tommy Battle
Its Mayor

ATTEST:

_____
Shaundrika Edwards
Interim City 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 Shaundrika Edwards, whose names as Mayor and Interim City Clerk-Treasurer of the City of Huntsville, a municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the ___ day of _____, 2023.

_____
Notary Public
My Commission Expires:_____

ENGINEER: MIDSOUTH PAVING, INC.

By:_____

ATTEST:_____

_____

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that _____ as its _____, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such officer, executed the same with full authority for and as the act of said Corporation on the day the same bears day.

GIVEN under my hand and official seal this the ____day of _____, 2023.

_____

Notary Public

My Commission Expires:_____

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-039

Department: Community Development

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and AshaKiran, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.

Type of Document: Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 25,000.00

Grant Title - CFDA or granting Agency: ESG - ADECA

Resolution #: NA

Location: (list below)

Address: P.O. Box 1021, Huntsville, AL 35807
District: District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

Additional Comments:
Agreement between the City of Huntsville and AshaKiran for the use of ADECA FY 2022 ESG funds.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2645

Department: Community Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and AshaKiran, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.

Type of Document: Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 25,000.00

Grant Title - CFDA or granting Agency: ESG - ADECA

Resolution #: NA

Location: (list below)

Address: P.O. Box 1021, Huntsville, AL 35807
District: District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

Additional Comments:
Agreement between the City of Huntsville and AshaKiran for the use of ADECA FY 2022 ESG funds.

RESOLUTION NO. 23-

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) notified the City of Huntsville, Alabama of a grant award for FY 22 Emergency Solutions Grant funds known as HESG-22-012; and,

WHEREAS, The City is therefore required to enter into a contract agreement with a non- profit agency, which provides services to the homeless to assure ADECA that all conditions of the grant agreement between ADECA and the City is satisfied.

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 AshaKiran, Inc., said contract being substantially similar in words and figures to that document identified as "Agreement between the City of Huntsville, Alabama and AshaKiran, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds," consisting of seventeen (17) pages, and the date of March 9, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 9th day of March, 2023.

_____

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

APPROVED this the 9th day of March, 2023.

_____

Mayor of the City of Huntsville,
Alabama

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND ASHAKIRAN, INC."

THIS AGREEMENT, entered into this the 9th day of March, 2023, by and between the City of Huntsville Alabama, and hereinafter referred to as the City, and AshaKiran, Inc., hereinafter referred to as the Agency.

WHEREAS, the City received a grant under the 2022 Emergency Solutions Grant Program from the Alabama Department of Economic and Community Affairs (ADECA), known as Grant No. HESG-22-012.

WHEREAS, the City desires to engage the Agency to render certain services in connection therewith:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. PROGRAM DESCRIPTION. The Agency shall operate a program, which provides emergency shelter for victims of domestic violence. Approximately 50-100 domestic violence clients/victims shall be served. The program shall include shelter, referrals and supportive services. The City shall provide **$25,000.00** in Emergency Solutions Grant (ESG) funds to the Agency. These funds will provide operating funds for the shelter program. Funds shall be expended as described in Part V of this Agreement. The Agency will provide for the administration of the program for the term of this Agreement.

II. PROJECT LOCATION. The Agency's administrative office and project site are located in Huntsville, Alabama. All records related to the program shall be maintained at the Agency's office. The mailing address of the Agency is P.O. Box 1021, Huntsville, Alabama 35807.

III. SERVICES TO BE PROVIDED. The Agency shall, in a satisfactory and proper manner, as determined by the City of Huntsville, perform the following services:

a. OPERATIONS. The Agency shall operate a program, which will provide emergency shelter and essential services to homeless persons. Eligible operating expenses for ESG funds are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Eligible essential services expenses for ESG funds are the cost of case management, childcare, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment, and transportation services.

b. HOMELESS ASSISTANCE. Provide assistance to homeless clients in obtaining appropriate supportive services, including permanent housing, physical health treatment, counseling for achieving independent living and other community, state, and federal assistance, which may be available.

President of the City Council of the
City of Huntsville, Alabama
Date: March 9, 2023

c. HOMELESS. As described in the preamble of the Final Rule Defining Homeless, the final rule establishes four categories of homelessness. These categories are:

i. Individuals and families who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or a place not meant for human habitation immediately before entering that institution;

ii. Individuals and families who will imminently lose their primary nighttime residence;

iii. Unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes who do not otherwise qualify as homeless under this definition; or

iv. Individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

ci. In support of the Agency's commitment to the continuum of care strategy in the community, an agency representative will attend scheduled meetings of the AL-503 Huntsville/ North Alabama Continuum of Care and participate in the Homeless Management Information System (HMIS).

IV. TIME OF PERFORMANCE. The service of the Agency shall be undertaken beginning on **March 9, 2023** and be completed by **March 31, 2024**. All funds must be obligated, expended and the matching requirement met by **March 31, 2024**.

V. COMPENSATION AND METHOD OF PAYMENT. It is the policy of HUD and the City of Huntsville that funds are only made available to the Agency on a reimbursable basis. A Request for Payment which is supported by evidence that the services have actually been performed, expenses incurred and a description of the work activity accomplished must be submitted from the Agency to the City of Huntsville prior to the **5th day of each month**. The Agency is subject to a loss of a portion of its funds for non-compliance. After receipt of City of Huntsville funds, the Agency shall make payment of any unpaid expenses to the vendor(s) and/or employee(s) indicated in the request for funds within two (2) working days from the date of the deposit of funds by the Agency. It is understood that in no event should the total compensation be paid hereunder exceed the maximum sum of **$25,000.00** for all services required hereunder. Furthermore, if any "program income" is generated by the Agency, it shall be returned to the City of Huntsville. Funds shall be expended as delineated in the budget below:

COST CATEGORY		
ACCOUNT #	ACCOUNT NAME	AMOUNT
HESG-515340	Special Activities-Shelter Operations & Essential Services	$25,000.00
	TOTAL	**$25,000.00**

VI. REPORTS, REPORT CONTROL AND CONTROL INFORMATION

a. Reports related to this project is maintained by the Agency as a permanent, separate, identifiable file subject to periodic audits by the City of Huntsville, the Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives.

b. A written monthly report reflecting the Agency's operations will be submitted by the Agency to the City of Huntsville no later than the **fifth (5th) calendar day of each month**.

c. All Agency staff employment funded in whole or in part with Emergency Solutions Grant (ESG) funds shall reported on a monthly basis to Community Development by the provision of weekly time sheets, signed by each staff person and the supervisor. These records shall also be necessary if the salary of any staff person is used as evidence of a match for ESG funds.

d. All forms bearing a Community Development Form Number (Community Development Division Forms) will be provided by the City of Huntsville.

e. Upon execution of this contract, the Agency shall designate those members of the Agency staff who will be responsible to the City of Huntsville for Agency reports. All Agency contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.

f. The City of Huntsville will inventory and examine Agency 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 Agency reporting under the terms of this contract. The City of Huntsville shall respond to any report deficiency or delinquency with a letter citing the applicable report deficiency or delinquency.

g. General Report Provisions:

i. Data requirements, reporting format, and submission times will be specified by the City of Huntsville for all reporting.

ii. From time to time, as the City of Huntsville may determine, data in addition to that specifically required of the Agency in support of planning and/or evaluation.

iii. The City or Huntsville will make the final determination regarding delinquent of deficient reports, and generally, regarding any matter of report provisions where interpretation may be required.

iv. No exception will be made to any part of these report provisions unless the exception is made in writing by the City of Huntsville.

v. Non-compliance with these provisions regarding reporting will be considered sufficient cause for termination of contract.

VII. ITEMS OF UNDERSTANDING:

a. Personnel Policy: It is mutually understood that policies governing personnel shall be written in conformance with Part II, Terms and Conditions entitled "Nondiscrimination".

b. Federal Funds: It is mutually understood by the parties hereto that the funds provided hereunder by ADECA are Federal funds and are provided by the Department of Housing and Urban Development (HUD).

c. Matching Funds: It is further understood that in order to obtain these funds, the Agency must provide local matching funds in an amount equal to the grant. Matching funds shall be "in-kind" or in cash. The Match sources shall include time sheets for staff involved in the operation of the shelter. Eligibility of the submitted match records will be determined by City of Huntsville.

VIII. BIDS AND CONTRACT AWARD PROCEDURES

Bids and contract awards for work to be accomplished will be done in accordance with Part II, "Terms and Conditions" which form a part of this contract.

IX. CONFLICT OF INTEREST

The Agency shall maintain a code or standards of conduct that shall govern the performance of its officers, employees 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 Agency's officers, employees 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 Agency's officers, employees or agents.

X. FINANCIAL MANAGEMENT STANDARDS

The Agency's financial management systems shall provide for:

i. 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 agency requires reporting on an accrual basis, the recipient 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.

ii. 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.

iii. Effective control over and accountability for all funds, property and other assets. Recipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

iv. Comparison of actual outlays with budget amounts for each grant or other agreement. Whenever appropriate or required by Federal sponsoring agency, financial information should be related to performance and unit cost data.

v. Procedures to minimize the time elapsing between the transfer of funds from the City by City of Huntsville and the disbursement by the Agency whenever funds are advanced.

vi. Procedures for determining the reasonableness, allowability and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.

vii. Accounting records that are supported by source documentation.

viii. 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.

XI. TERMS AND CONDITIONS. This Agreement is subject to and incorporates the provisions of Part II, "Terms and Conditions" which form a part of this contract.

PART II
AGENCY TERMS AND CONDITIONS

City of Huntsville and AGENCY hereby agree:

1. News Media. Any publicity given to the project herein concerned shall recognize the City of Huntsville and the U.S. Department of Housing and Urban Development.

2. Changes. Any changes in the scope of services of the Agency to be performed hereunder by any party hereto, including any increase or decrease in the amount of consideration, must have prior approval from City of Huntsville and must be incorporated by a written agreement modifying the terms of this agreement.

3. Findings Confidential. All audit findings, reports, studies, and any other information or data prepared or assembled by the Agency under the terms of this agreement are confidential in nature, and the Agency agrees that they shall not be made available to any individual or organization, other than to an agency of the United States Government, without the prior written approval of City of Huntsville.

4. Termination of Agreement for Cause:

    a. In accordance with 24 CFR 85.43, if the Agency shall fail to fulfill its obligations under the terms of this agreement in a timely and proper manner, or if the Agency shall violate any of the covenants, terms, or stipulations of this agreement, City of Huntsville shall thereupon have the right to terminate this agreement by giving written notice to the Agency of such termination, which notice shall specify the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Agency under the terms of this agreement shall, at the option of City of Huntsville, become the property of City of Huntsville, and the Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the terms of this agreement.

    b. In the event of termination of this agreement under the terms of paragraph 4. A, above, or any other lawful termination of this agreement, City of Huntsville shall have the right to withhold any payments to the Agency pending determination of compensation due the Agency for work satisfactorily completed.

5. Termination of Agreement for Convenience. In accordance with 24 CFR 85.44, CITY OF HUNTSVILLE may terminate this agreement at any time by giving at least ten (10) days' notice in writing to the Agency. If the agreement is terminated by CITY OF HUNTSVILLE as provided herein, total consideration due the agency shall bear the same ratio to the total consideration called for in this agreement as the services actually performed by the Agency bear to the services called for in this agreement. If, however, less than sixty (60) per cent of the services required under the terms of this agreement have been performed upon the effective date of such termination, the Agency shall be reimbursed such actual expenses incurred by the Agency which are directly attributable

to the uncompleted services required under the terms of this agreement. If this agreement is terminated through fault of the Agency, Paragraph 4 hereof, relative to termination for cause, shall apply.

6. Contractual Noncompliance. Noncompliance with any and/or all part(s) of this contract, grant, loan or agreement, as determined by the Community Development Division (or representatives of the City of Huntsville, may result in the disallowance of costs ... thereby requiring the immediate payback of Federal funds by the Agency to City of Huntsville 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 three (3) years after the contract expiration date.

7. Procurement Standards. The Agency shall establish procedures for the procurement of supplies, equipment, construction and other services, with Federal funds. Such procedures shall be consistent with the following:

    a. No employee, officer, or agent of the Agency shall participate in the selection, award, or administration of any contract in which Federal funds are used, if he, his immediate family, or partner has a financial interest in such contract, or if he, his immediate family or partner has a financial interest in any organization which has a financial interest in said contract. The Agency's officers, employees and agents shall neither solicit, nor accept, gratuities, favors, or anything of monetary value from contractors or potential contractors. The Agency shall provide for appropriate disciplinary action to be taken if any officer, employee, or agent should violate the terms of this paragraph.

    b. All procurement transactions shall be conducted in a manner to provide, to the maximum extent feasible, open and free competition. Awards shall be made to the bidder or offer or whose bid or offer is responsive to the solicitation, and whose bid is most advantageous to the Agency.

    c. The Agency shall establish procurement procedures which provide for, at a minimum, the following procedural requirements:

        i. Proposed procurement actions shall follow a procedure to avoid purchasing unnecessary or duplicate items.

        ii. Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition.

        iii. Positive efforts shall be made by the Agency to utilize small business and minority-owned business sources of supplies and services.

        iv. The type of procuring instrument used, e.g., fixed price contract, cost reimbursable contract, purchase order, or incentive contract, shall be

determined by the Agency, but must be appropriate for the particular procurement and for promoting the best interest of the program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

v. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources.

vi. All proposed sole source contracts, or contracts in which only one bid or proposal is received, shall be subject to prior approval by City of Huntsville.

vii. Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts.

viii. Procurement records and files for purchases shall include the following:
1. Basis for contractor selection or rejection;
2. Justification for lack of competition when competitive bids or offers are not obtained;
3. Basis for award cost or contract price;
4. Rationale for method of procurement; and
5. Selection of contract type.

8. Property Records. A record shall be maintained for each item of non-expendable property required for the program. Non-expendable property is property which will not be consumed or lose its identity by being incorporated into another item of property, which costs fifty dollars ($50.00) or more per unit and which is expected to have a useful life of one year or more. Grouping like items such as chairs, with an aggregate cost in excess of fifty dollars ($50.00) shall also be controlled and accounted for as non-expendable property even though the cost of a single item is less than fifty dollars ($50.00). The record shall include; (a) a description of the item of property, including model and serial numbers, if applicable; (b) date of acquisition; (c) the acquisition cost or assigned value to the program; and, (d) location of the item.

9. Compliance with Laws, Rules, and Regulations. The Agency shall comply with all applicable laws, ordinances and Codes of the Federal, State, and local governments, including, but not limited to compliance with the following:

a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88 352; 42 U.S.C. 2000d et seq);

b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90 284; 42 U.S.C. 3601 et seq);

c. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, as supplemented in Department of Labor Regulations (41 CPR, Part 60).

d. Executive Order 11063 (24 CFR, Part 107) which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin.

e. Age Discrimination Act of 1975 (42 U.S.C. 6101 6107).

f. Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination against handicapped individuals.

g. Executive Orders - 11625, 12432 and 12138, encouraging the use of minority and women's business enterprises.

h. Requirements and Standards of OMB Circular No. A 122, entitled "Cost Principles for Nonprofit Organizations".

i. Monitoring Requirements. City of Huntsville is responsible for managing the day-to-day operations of sub-grantee activities. City of Huntsville will monitor the Agency's activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. City of Huntsville monitoring will cover each program, function or activity. Federal agencies may also make site visits as warranted by program needs

10. Nondiscrimination.

a. Discrimination Prohibited - Section 504 of the Rehabilitation Act of 1973, as amended, requires that no otherwise qualified individual in the United States shall on the grounds of race, color, national origin, sex or 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 which includes any programs funded in whole or in part with Community Development funds. The Agency shall make known that the use of the facilities and services is available to all on a nondiscriminatory basis. For purposes of this section, “Program or activity" is defined as any function conducted by the Agency, or by any unit of government or private contractor receiving Community Development funds or loans from the Agency. "Funded in whole or in part with Community Development funds" means that Community Development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred to the Agency and disbursed in a program or activity.

b. During the performance of this project, the Agency agrees as follows:

i. The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or age.

iii. The Agency, if applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising that the said labor union or workers' representatives of the Agency's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The Agency will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

v. The Agency will furnish all information and reports required by Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60), or pursuant thereto, and will permit access to its books, records, and accounts by the Secretary of Labor and the Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

vi. In the event of the Agency's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or orders, this agreement may be canceled, terminated, or suspended in whole or in part, and the Agency may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

vii. The Agency will include Section 10.A. " Nondiscrimination" and the provisions of paragraph 10.B.(1) through 10.B.(7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontractor or vendor. The Agency will take such action with respect to any subcontract or purchase order as City of Huntsville may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by City of Huntsville, the Agency may request the United States to enter into such litigation to protect the interest of the United States.

c. "Section 3" Clause. Every contracting party, contractor, and subcontractor shall incorporate in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

i. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

ii. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

iii. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iv. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 570.607 (b). The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570.607 (b) and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of the ability to comply with the requirements of these regulations.

v. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant for or recipient of such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, its subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 570.607 (b).

11. Community Development funds disbursed by the City of Huntsville to the Agency shall:

a. Be used only for the purpose of the project.

b. Not be used to advance funds to any individual or organization, other than for authorized travel advances for travel outside the metropolitan area.

c. Not be used to advance funds for any other purposes, programs, or activities which are being carried out by the Agency at the same time it is performing services for City of Huntsville under the terms of this agreement.

12. Requests for Payment. Upon request by City of Huntsville, the Agency shall submit to City of Huntsville copies of invoices and/or other source documents supporting all project expenditures outlined in the Request for Payment or Reimbursement.

13. Documentation and Record Keeping.

a. The Agency shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities funded under this agreement. Such record shall include but are not limited to:

i. Records providing a full description of each activity undertaken.

ii. Records demonstrating that each activity undertaken meet one of the national objections.

iii. Records required to determine the eligibility of activities.

iv. Financial records as required by 24 CFR Part 570.502, and Circular A-110.

v. Other records necessary to document compliance.

b. The Agency shall retain all records and supporting documentation applicable to a project with City of Huntsville for a period of three (3) years after the receipt of final payment from City of Huntsville and after all other pending matters are closed. All such records shall be made readily available, upon request, for inspection or audit by the representatives of City of Huntsville, the Secretary of the U.S. Department of Housing and Urban Development, and/or the Comptroller General of the United States. In the event of the Agency's going out of existence, the records relating to the City of Huntsville project will be turned over to City of Huntsville for retention.

14. Subcontracts. None of the work or services included in a contract between the Agency and City of Huntsville shall be subcontracted without the prior written approval of City of Huntsville. Any work or services subcontracted will be specified by written agreement and shall be subject to each provision of the agreement between the Agency and City of Huntsville. Any construction work or services to be subcontracted will be specified by written agreement, only after written approval of City of Huntsville, and shall be subject to all of the provisions of "Part II, Terms and Conditions, Construction Contracts", which will be made a part of each subcontract.

15. Changes.

a. Budget Revisions - Once a project is implemented, it may be determined that the cost of the line items in the budget should be changed or modified based on realistic needs. In this case, the Agency will prepare and submit a revised budget to City of Huntsville for approval. Once the revision is approved, a contract change order, which shall constitute a written agreement modifying the terms of this agreement, will be prepared and provided to the Agency to allow deviation in planned expenditures. No deviation in planned expenditures of Community Development supplemental funds may be made without prior authorization by City of Huntsville.

b. Change in project Description - After implementation, it may also be determined that the scope of work or services required in the agreement between City of Huntsville and the Agency are unrealistic. In this instance, the Agency will submit to City of Huntsville an outline of the suggested change together with adequate justification of the reasons therefore. The City of Huntsville will, after appropriate investigation, determine if the suggested change will best serve the

interests of the program. Upon receiving written approval from City of Huntsville, the Agency may proceed to implement the change and prepare any necessary modifications or alterations to data which are to be supplied to City of Huntsville in periodic reports.

16. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under the terms of this agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office, in accordance with the provisions of the Hatch Act.

17. Lobbying Certification. The Agency certifies, to the best of his or her knowledge and belief, that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

    c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Compliance with this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

18. Religious Activity Prohibited. All funds provided directly or indirectly will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

19. Conflict of Interest.

    a. Interest of Members of City - No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and implementation of the Program, or any other person who exercises any functions

or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this agreement, and the Agency shall take appropriate steps to assure compliance.

b. Interest of Agency and Employees - The Agency covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of his or her services hereunder. The Agency further covenants that in the performance of this agreement, no person having any conflicting interest shall be employed. Any interest on the part of the Agency or its employees must be disclosed to City of Huntsville.

c. Neither the Community Development Program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent in contravention of Chapter 15 of Title 5, United States Code.

20. Audits. The Agency will be subject to periodic audit by City of Huntsville and an independent certified public accountant employed by City of Huntsville for that purpose. The audit of Federal funds will be made in accordance with OMB Circular A 133 during the regular auditing cycle.

21. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this agreement shall be as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party hereto, this agreement shall forthwith be physically amended to make such insertion or correction.

22. Agency shall indemnify City. The Agency shall at all times indemnify and save harmless the City of Huntsville, its agents, officers and employees, against all liability, claim, cost or damage, including attorney fees, arising from the performance of this agreement, or any subsequent agreement in conjunction herewith.

23. Program Income. In accordance with 24 CFR Part 570 as published in 53 FR34437 dated 9-6-88, the Agency shall comply with program income requirements set forth in 24 CFR 570.504 (c). Program income shall be returned to the city. All provisions of this written agreement shall apply to any activities undertaken with program income received by the Agency during the performance of this contract. Any program income on hand when the agreement expires, or received after such expiration, shall be paid to the City.

24. Other program requirements. In accordance with 24 CFR Part 570 (53 FR 34437 dated 9-6-88), the Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of these regulations, except that:

a. The Agency does not assume the City's environmental responsibilities described at 570.604; and

b. The Agency does not assume the City's responsibility for initiating the review process under Executive Order 12372.

25. The Agency does not assume the City of Huntsville's environmental responsibilities described at 570.604.

26. Reversion of Assets. Upon expiration of this agreement, the Agency shall transfer to City of Huntsville any funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. The Agency shall ensure that any real property under its control that was acquired or improved in whole or in part with ESG funds in excess of $25,000 is either:

a. Used to meet one of the national objectives in 570.901 until five years after expiration of this agreement, or such longer period of time as determined appropriate by City of Huntsville; or

b. Is disposed of in a manner which results in City of Huntsville being reimbursed in the amount of the value of property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (a) above

27. Definitions.

a. Agency - an entity, whether public or private, which has the responsibility for administering a project or activity under the terms of the Housing and Community Development Act of 1974, and which is a party to this agreement.

b. City of Huntsville - The City of Huntsville, Alabama, a municipal Corporation, acting by and through the Community Development Division.

c. Contractor - an entity, other than an Agency (except as noted in the Labor Standards Provisions) that furnishes to the City or to an Agency services (other than standard commercial supplies, 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 - The Community Development Block Grant Program as approved by HUD and as amended from time to time.

f. City - The City of Huntsville, Alabama, a municipal Corporation, or 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 Agency have executed this Agreement on this the 9th day of March, 2023.

CITY OF HUNTSVILLE

_____

Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____

Shaundrika Edwards, Interim City Clerk-Treasurer
City of Huntsville, Alabama

AshaKiran, Inc.,
an Alabama Non-Profit Corporation

By: _____
Its President

ATTEST:

By: _____
AshaKiran, Inc.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-040

Department: Community Development

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and Community Action Partnership of Huntsville/Madison and Limestone Counties, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.

Type of Document: Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 87,000.00

Grant Title - CFDA or granting Agency: ESG - ADECA

Resolution #: NA

Location: (list below)

Address: 3516 Stringfield Road, Huntsville, AL 35810
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Agreement between the City of Huntsville and CAP for the use of ADECA FY 2022 ESG funds.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2646

Department: Community Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and Community Action Partnership, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.

Type of Document: Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 87,000.00

Grant Title - CFDA or granting Agency: ESG - ADECA

Resolution #: NA

Location: (list below)

Address: 3516 Stringfield Road, Huntsville, AL 35810

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

Additional Comments:

Agreement between the City of Huntsville and CAP for the use of ADECA FY 2022 ESG funds.

RESOLUTION NO. 23-

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) notified the City of Huntsville, Alabama of a grant award for FY 22 Emergency Solutions Grant funds known as HESG-22-012; and,

WHEREAS, The City is therefore required to enter into a contract agreement with a non- profit agency, which provides services to the homeless to assure ADECA that all conditions of the grant agreement between ADECA and the City is satisfied.

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 Community Action Partnership of Huntsville/Madison and Limestone Counties, Inc., said contract being substantially similar in words and figures to that document identified as "Agreement between the City of Huntsville, Alabama and Community Action Partnership of Huntsville/Madison and Limestone Counties, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds," consisting of eighteen (18) pages, and the date of March 9, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 9th day of March, 2023.

_____

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

APPROVED this the 9th day of March, 2023.

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Mayor of the City of Huntsville,
Alabama

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND COMMUNITY ACTION PARTNERSHIP OF HUNTSVILLE/MADISON AND LIMESTONE COUNTIES, INC."

THIS AGREEMENT, entered into this the 9th day of March, 2023, by and between the City of Huntsville Alabama, and hereinafter referred to as the City, and Community Action Partnership of Huntsville/Madison and Limestone Counties, Inc., hereinafter referred to as the Agency.

WHEREAS, the City received a grant under the 2022 Emergency Solutions Grant Program from the Alabama Department of Economic and Community Affairs (ADECA), known as Grant No. HESG-22-012.

WHEREAS, the City desires to engage the Agency to render certain services in connection therewith:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. PROGRAM DESCRIPTION. The Agency shall provide operation, outreach, referrals and basic services to homeless or at-risk of homeless persons to insure a comprehensive case management approach to homeless issues. The City shall provide **$30,000.00** in Emergency Solutions Grant funds to the Agency for the operation of the Community Action Partnership of Huntsville/Madison and Limestone Counties, Inc. Homelessness Assistance & Prevention Program. Funds shall be expended as described in Part V of this Agreement. The Agency will provide the administration of the program for the term of this Agreement.

II. PROJECT LOCATION. The Agency's administrative office and project site are located in Huntsville, Alabama. All records related to the program shall be maintained at the Agency's office. The mailing address of the Agency is Post Office Box 3975, 3516 Stringfield Road Huntsville, AL 35810-0975

III. SERVICES TO BE PROVIDED. The Agency shall, in a satisfactory and proper manner, as determined by the City of Huntsville, perform the following services:

A. OPERATIONS. The Agency shall operate a program which will provide Homelessness Prevention and Rapid Re-Housing service to approximately 20-40 individuals/families. ESG activities include housing relocation and stabilization services (including rental application fees, security deposits, utility deposits or payments, last month's rent and housing search and placement activities). Funds may also be used for short- or medium-term rental assistance for those who are at-risk of becoming homeless or transitioning to stable housing.

President of the City Council of the
City of Huntsville, Alabama
Date: March 9, 2023

B. HOMELESS ASSISTANCE. Homeless Prevention services may be provided to those "At Risk of Homelessness" or "Homeless" meeting the following conditions:

1) An individual or family who:

i. Has an annual income below 30 % of median family income for the area, as determined by HUD at initial eligibility determination or at or below 30 % at reassessment;

ii. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this section;

iii. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

iv. No subsequent residence has been identified; and

v. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

vi. Meets one of the following conditions:

a) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

b) Is living in the home of another because of economic hardship;

c) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

d) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;

e) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5

persons reside per room, as defined by the U.S. Census Bureau;

f) Is exiting a publicly funded institution, or system of care (such as a healthcare facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

g) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

2) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

3) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

4) Any individual or family who:
   i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or

   ii. Has no other residence; and

   iii. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

C. HOMELESS. As described in the preamble of the Final Rule Defining Homeless, the final rule establishes four categories of homelessness. These categories are:

   i. Individuals and families who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency

shelter or a place not meant for human habitation immediately before entering that institution;

ii. Individuals and families who will imminently lose their primary nighttime residence;

iii. Unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes who do not otherwise qualify as homeless under this definition; or

iv. Individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

D. CONTINUUM OF CARE. In support of the Agency's commitment to the continuum of care strategy in the community, an agency representative will attend scheduled meetings of AL-503 Huntsville/ North Alabama Continuum of Care, participate in Coordinated Entry, and enter data and referrals in the Homeless Management Information System (HMIS).

IV. TIME OF PERFORMANCE. The service of the Agency shall be undertaken beginning on **March 1, 2023** and be completed by **March 31, 2024**. All funds must be obligated, expended and the matching requirement met by **March 31, 2024**.

V. COMPENSATION AND METHOD OF PAYMENT. It is the policy of HUD and the City of Huntsville that funds are only made available to the Agency on a reimbursable basis. A Request for Payment which is supported by evidence that the services have actually been performed, expenses incurred and a description of the work activity accomplished must be submitted from the Agency to the City of Huntsville prior to the **5th day of each month**. The Agency is subject to a loss of a portion of its funds for non-compliance. After receipt of City of Huntsville funds, the Agency shall make payment of any unpaid expenses to the vendor(s) and/or employee(s) indicated in the request for funds within two (2) working days from the date of the deposit of funds by the Agency. It is understood that in no event should the total compensation be paid hereunder exceed the maximum sum of **$87,000.00** for all services required hereunder. Furthermore, if any "program income" is generated by the Agency, it shall be returned to the City of Huntsville. Funds shall be expended as delineated in the budget below:

COST CATEGORY		
ACCOUNT #	**ACCOUNT NAME**	**AMOUNT**
HESG-515520	Special Activities-Prevention	$30,000.00
	Special Activities- Rapid Rehousing	$57,000.00
	TOTAL	**$87,000.00**

VI. REPORTS, REPORT CONTROL AND CONTROL INFORMATION\

a. Reports related to this project is maintained by the Agency as a permanent, separate, identifiable file subject to periodic audits by the City of Huntsville, the Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives.

b. A written monthly report reflecting the Agency's operations will be submitted by the Agency to the City of Huntsville no later than the **fifth (5th) calendar day of each month**.

c. All Agency staff employment funded in whole or in part with Emergency Solutions Grant (ESG) funds shall reported on a monthly basis to Community Development by the provision of weekly time sheets, signed by each staff person and the supervisor. These records shall also be necessary if the salary of any staff person is used as evidence of a match for ESG funds.

d. All forms bearing a Community Development Form Number (Community Development Division Forms) will be provided by the City of Huntsville.

e. Upon execution of this contract, the Agency shall designate those members of the Agency staff who will be responsible to the City of Huntsville for Agency reports. All Agency contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.

f. The City of Huntsville will inventory and examine Agency 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 Agency reporting under the terms of this contract. The City of Huntsville shall respond to any report deficiency or delinquency with a letter citing the applicable report deficiency or delinquency.

g. General Report Provisions:

   i. Data requirements, reporting format, and submission times will be specified by the City of Huntsville for all reporting.

   ii. From time to time, as the City of Huntsville may determine, data in addition to that specifically required of the Agency in support of planning and/or evaluation.

   iii. The City of Huntsville will make the final determination regarding delinquent or deficient reports, and generally, regarding any matter of report provisions where interpretation may be required.

   iv. No exception will be made to any part of these report provisions unless the exception is made in writing by the City of Huntsville.

   v. Non-compliance with these provisions regarding reporting will be considered sufficient cause for termination of contract.

VII. ITEMS OF UNDERSTANDING:

A. Personnel Policy: It is mutually understood that policies governing personnel shall be written in conformance with Part II, Terms and Conditions entitled "Nondiscrimination".

B. Federal Funds: It is mutually understood by the parties hereto that the funds provided hereunder by ADECA are Federal funds and are provided by the Department of Housing and Urban Development (HUD).

C. Matching Funds: It is further understood that in order to obtain these funds, the Agency must provide local matching funds in an amount equal to the grant. Matching funds shall be "in-kind" or in cash. The Match sources shall include time sheets for staff involved in the operation of the shelter. Eligibility of the submitted match records will be determined by City of Huntsville.

VIII. BIDS AND CONTRACT AWARD PROCEDURES

Bids and contract awards for work to be accomplished will be done in accordance with Part II, "Terms and Conditions" which form a part of this contract.

IX. CONFLICT OF INTEREST

The Agency shall maintain a code or standards of conduct that shall govern the performance of its officers, employees 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 Agency's officers, employees 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 Agency's officers, employees or agents.

X. FINANCIAL MANAGEMENT STANDARDS

The Agency's financial management systems shall provide for:

vi. 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 agency requires reporting onan accrual basis, the recipient 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.

vii. 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.

viii. Effective control over and accountability for all funds, property and other assets. Recipients shall adequately safeguard all such assets and shall

assure that they are used solely for authorized purposes.

ix. Comparison of actual outlays with budget amounts for each grant or other agreement. Whenever appropriate or required by Federal sponsoring agency, financial information should be related to performance and unit cost data.

x. Procedures to minimize the time elapsing between the transfer of funds from the City by City of Huntsville and the disbursement by the Agency whenever funds are advanced.

xi. Procedures for determining the reasonableness, allowability and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.

xii. Accounting records that are supported by source documentation.

xiii. 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.

XI. TERMS AND CONDITIONS. This Agreement is subject to and incorporates the provisions of Part II, "Terms and Conditions" which form a part of this contract.

PART II
AGENCY TERMS AND CONDITIONS

City of Huntsville and AGENCY hereby agree:

1. News Media. Any publicity given to the project herein concerned shall recognize the City of Huntsville and the U.S. Department of Housing and Urban Development.

2. Changes. Any changes in the scope of services of the Agency to be performed hereunder by any party hereto, including any increase or decrease in the amount of consideration, must have prior approval from City of Huntsville and must be incorporated by a written agreement modifying the terms of this agreement.

3. Findings Confidential. All audit findings, reports, studies, and any other information or data prepared or assembled by the Agency under the terms of this agreement are confidential in nature, and the Agency agrees that they shall not be made available to any individual or organization, other than to an agency of the United States Government, without the prior written approval of City of Huntsville.

4. Termination of Agreement for Cause:

    a. In accordance with 24 CFR 85.43, if the Agency shall fail to fulfill its obligations under the terms of this agreement in a timely and proper manner, or if the Agency shall violate any of the covenants, terms, or stipulations of this agreement, City of Huntsville shall thereupon have the right to terminate this agreement by giving written notice to the Agency of such termination, which notice shall specify the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Agency under the terms of this agreement shall, at the option of City of Huntsville, become the property of City of Huntsville, and the Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the terms of this agreement.

    b. In the event of termination of this agreement under the terms of paragraph 4. A, above, or any other lawful termination of this agreement, City of Huntsville shall have the right to withhold any payments to the Agency pending determination of compensation due the Agency for work satisfactorily completed.

5. Termination of Agreement for Convenience. In accordance with 24 CFR 85.44, CITY OF HUNTSVILLE may terminate this agreement at any time by giving at least ten (10) days' notice in writing to the Agency. If the agreement is terminated by CITY OF HUNTSVILLE as provided herein, total consideration due the agency shall bear thesame ratio to the total consideration called for in this agreement as the services actually performed by the Agency bear to the services called for in this agreement. If, however, less than sixty (60) per cent of the services required under the terms of this agreement have been performed upon the effective date of such termination, the Agency shall be reimbursed such actual expenses incurred by the Agency which are directly attributable to the uncompleted services required under the terms of this agreement. If this agreement is terminated through fault of the Agency, Paragraph 4 hereof, relative to termination for cause, shall apply.

6. Contractual Noncompliance. Noncompliance with any and/or all part(s) of this contract, grant, loan or agreement, as determined by the Community Development Division (or representatives of the City of Huntsville, may result in the disallowance of costs ... thereby requiring the immediate payback of Federal funds by the Agency to City of Huntsville 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 three (3) years after the contract expiration date.

7. Procurement Standards. The Agency shall establish procedures for the procurement of supplies, equipment, construction and other services, with Federal funds. Such procedures shall be consistent with the following:

    a. No employee, officer, or agent of the Agency shall participate in the selection, award, or administration of any contract in which Federal funds are used, if he, his immediate family, or partner has a financial interest in such contract, or if he, his immediate family or partner has a financial interest in any organization which

has a financial interest in said contract. The Agency's officers, employees and agents shall neither solicit, nor accept, gratuities, favors, or anything of monetary value from contractors or potential contractors. The Agency shall provide for appropriate disciplinary action to be taken if any officer, employee, or agent should violate the terms of this paragraph.

b. All procurement transactions shall be conducted in a manner to provide, to the maximum extent feasible, open and free competition. Awards shall be made to the bidder or offer or whose bid or offer is responsive to the solicitation, and whose bid is most advantageous to the Agency.

c. The Agency shall establish procurement procedures which provide for, at a minimum, the following procedural requirements:

   i. Proposed procurement actions shall follow a procedure to avoid purchasing unnecessary or duplicate items.

   ii. Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition.

   iii. Positive efforts shall be made by the Agency to utilize small business and minority-owned business sources of supplies and services.

   iv. The type of procuring instrument used, e.g., fixed price contract, cost reimbursable contract, purchase order, or incentive contract, shall be determined by the Agency, but must be appropriate for the particular procurement and for promoting the best interest of the program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

   v. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources.

   vi. All proposed sole source contracts, or contracts in which only one bid or proposal is received, shall be subject to prior approval by City of Huntsville.

   vii. Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts.

viii. Procurement records and files for purchases shall include the following:
   1. Basis for contractor selection or rejection;
   2. Justification for lack of competition when competitive bids or offers are not obtained;
   3. Basis for award cost or contract price;
   4. Rationale for method of procurement; and
   5. Selection of contract type.

8. Property Records. A record shall be maintained for each item of non-expendable property required for the program. Non-expendable property is property which will not be consumed or lose its identity by being incorporated into another item of property, which costs fifty dollars ($50.00) or more per unit and which is expected to have a useful life of one year or more. Grouping like items such as chairs, with an aggregate cost in excess of fifty dollars ($50.00) shall also be controlled and accounted for as non-expendable property even though the cost of a single item is less than fifty dollars ($50.00). The record shall include; (a) a description of the item of property, including model and serial numbers, if applicable; (b) date of acquisition; (c) the acquisition cost or assigned value to the program; and, (d) location of the item.

9. Compliance with Laws, Rules, and Regulations. The Agency shall comply with all applicable laws, ordinances and Codes of the Federal, State, and local governments, including, but not limited to compliance with the following:

   a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88 352; 42 U.S.C. 2000d et seq);

   b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90 284; 42 U.S.C. 3601 et seq);

   c. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, as supplemented in Department of Labor Regulations (41 CPR, Part 60).

   d. Executive Order 11063 (24 CFR, Part 107) which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin.

   e. Age Discrimination Act of 1975 (42 U.S.C. 6101 6107).

   f. Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination against handicapped individuals.

   g. Executive Orders - 11625, 12432 and 12138, encouraging the use of minority and women's business enterprises.

   h. Requirements and Standards of OMB Circular No. A 122, entitled "Cost Principles for Nonprofit Organizations".

   i. Monitoring Requirements. City of Huntsville is responsible for managing the

day-to-day operations of sub-grantee activities. City of Huntsville will monitor the Agency's activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. City of Huntsville monitoring will cover each program, function or activity. Federal agencies may also make site visits as warranted by program needs

10. Nondiscrimination.

a. Discrimination Prohibited - Section 504 of the Rehabilitation Act of 1973, as amended, requires that no otherwise qualified individual in the United States shall on the grounds of race, color, national origin, sex or 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 which includes any programs funded in whole or in part with Community Development funds. The Agency shall make known that the use of the facilities and services is available to all on a nondiscriminatory basis. For purposes of this section, "Program or activity" is defined as any function conducted by the Agency, or by any unit of government or private contractor receiving Community Development funds or loans from the Agency. "Funded in whole or in part with Community Development funds" means that Community Development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred to the Agency and disbursed in a program or activity.

b. During the performance of this project, the Agency agrees as follows:
   i. The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   ii. The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or age.

   iii. The Agency, if applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising that the said labor union or workers' representatives of the Agency's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and

applicants for employment.

iv. The Agency will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

v. The Agency will furnish all information and reports required by Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60), or pursuant thereto, and will permit access to its books, records, and accounts by the Secretary of Labor and the Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

vi. In the event of the Agency's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or orders, this agreement may be canceled, terminated, or suspended in whole or in part, and the Agency may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

vii. The Agency will include Section 10.A. " Nondiscrimination" and the provisions of paragraph 10.B.(1) through 10.B.(7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontractor or vendor. The Agency will take such action with respect to any subcontract or purchase order as City of Huntsville may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by City of Huntsville, the Agency may request the United States to enter into such litigation to protect the interest of the United States.

c. "Section 3" Clause. Every contracting party, contractor, and subcontractor shall incorporate in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

i. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower

income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

ii. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

iii. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iv. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 570.607 (b). The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570.607 (b) and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of the ability to comply with the requirements of these regulations.

v. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant for or recipient of such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, its subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 570.607 (b).

11. Community Development funds disbursed by the City of Huntsville to the Agency shall:

a. Be used only for the purpose of the project.
b. Not be used to advance funds to any individual or organization, other than for authorized travel advances for travel outside the metropolitan area.

c. Not be used to advance funds for any other purposes, programs, or activities which are being carried out by the Agency at the same time it is performing services for City of Huntsville under the terms of this agreement.

12. Requests for Payment. Upon request by City of Huntsville, the Agency shall submit to City of Huntsville copies of invoices and/or other source documents supporting all project expenditures outlined in the Request for Payment or Reimbursement.

13. Documentation and Record Keeping.

    a. The Agency shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities funded under this agreement. Such record shall include but are not limited to:

        i. Records providing a full description of each activity undertaken.
        ii. Records demonstrating that each activity undertaken meet one of the national objections.

        iii. Records required to determine the eligibility of activities.

        iv. Financial records as required by 24 CFR Part 570.502, and Circular A-110.

        v. Other records necessary to document compliance.

    b. The Agency shall retain all records and supporting documentation applicable to a project with City of Huntsville for a period of three (3) years after the receipt of final payment from City of Huntsville and after all other pending matters are closed. All such records shall be made readily available, upon request, for inspection or audit by the representatives of City of Huntsville, the Secretary of the U.S. Department of Housing and Urban Development, and/or the Comptroller General of the United States. In the event of the Agency's going out of existence, the records relating to the City of Huntsville project will be turned over to City of Huntsville for retention.

14. Subcontracts. None of the work or services included in a contract between the Agency and City of Huntsville shall be subcontracted without the prior written approval of City of Huntsville. Any work or services subcontracted will be specified by written agreement and shall be subject to each provision of the agreement between the Agency and City of Huntsville. Any construction work or services to be subcontracted will be specified by written agreement, only after written approval of City of Huntsville, and shall be subject to all of the provisions of "Part II, Terms and Conditions, Construction Contracts", which will be made a part of each subcontract.

15. Changes.

    a. Budget Revisions - Once a project is implemented, it may be determined that the cost of the line items in the budget should be changed or modified based on

realistic needs. In this case, the Agency will prepare and submit a revised budget to City of Huntsville for approval. Once the revision is approved, a contract change order, which shall constitute a written agreement modifying the terms of this agreement, will be prepared and provided to the Agency to allow deviation in planned expenditures. No deviation in planned expenditures of Community Development supplemental funds may be made without prior authorization by City of Huntsville.

b. Change in project Description - After implementation, it may also be determined that the scope of work or services required in the agreement between City of Huntsville and the Agency are unrealistic. In this instance, the Agency will submit to City of Huntsville an outline of the suggested change together with adequate justification of the reasons therefore. The City of Huntsville will, after appropriate investigation, determine if the suggested change will best serve the interests of the program. Upon receiving written approval from City of Huntsville, the Agency may proceed to implement the change and prepare any necessary modifications or alterations to data which are to be supplied to City of Huntsville in periodic reports.

16. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under the terms of this agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office, in accordance with the provisions of the Hatch Act.

17. Lobbying Certification. The Agency certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Compliance with this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not

more than $100,000 for each such failure.

18. Religious Activity Prohibited. All funds provided directly or indirectly will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

19. Conflict of Interest.

    a. Interest of Members of City - No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and implementation of the Program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this agreement, and the Agency shall take appropriate steps to assure compliance.

    b. Interest of Agency and Employees - The Agency covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of his or her services hereunder. The Agency further covenants that in the performance of this agreement, no person having any conflicting interest shall be employed. Any interest on the part of the Agency or its employees must be disclosed to City of Huntsville.

    c. Neither the Community Development Program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent in contravention of Chapter 15 of Title 5, United States Code.

20. Audits. The Agency will be subject to periodic audit by City of Huntsville and an independent certified public accountant employed by City of Huntsville for that purpose. The audit of Federal funds will be made in accordance with OMB Circular A 133 during the regular auditing cycle.

21. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this agreement shall be as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party hereto, this agreement shall forthwith be physically amended to make such insertion or correction.

22. Agency shall indemnify City. The Agency shall at all times indemnify and save harmless the City of Huntsville, its agents, officers and employees, against all liability, claim, cost or damage, including attorney fees, arising from the performance of this agreement, or any subsequent agreement in conjunction herewith.

23. Program Income. In accordance with 24 CFR Part 570 as published in 53 FR34437 dated 9-6-88, the Agency shall comply with program income requirements set forth in 24 CFR 570.504 (c). Program income shall be returned to the city. All provisions of this written

agreement shall apply to any activities undertaken with program income received by the Agency during the performance of this contract. Any program income on hand when the agreement expires, or received after such expiration, shall be paid to the City.

24. Other program requirements. In accordance with 24 CFR Part 570 (53 FR 34437 dated 9-6-88), the Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of these regulations, except that:

    a. The Agency does not assume the City's environmental responsibilities described at 570.604; and

    b. The Agency does not assume the City's responsibility for initiating the review process under Executive Order 12372.

25. The Agency does not assume the City of Huntsville's environmental responsibilities described at 570.604.

26. Reversion of Assets. Upon expiration of this agreement, the Agency shall transfer to City of Huntsville any funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. The Agency shall ensure that any real property under its control that was acquired or improved in whole or in part with ESG funds in excess of $25,000 is either:

    a. Used to meet one of the national objectives in 570.901 until five years after expiration of this agreement, or such longer period of time as determined appropriate by City of Huntsville; or

    b. Is disposed of in a manner which results in City of Huntsville being reimbursed in the amount of the value of property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (a) above

27. Definitions.

    a. Agency - an entity, whether public or private, which has the responsibility for administering a project or activity under the terms of the Housing and Community Development Act of 1974, and which is a party to this agreement.

    b. City of Huntsville - The City of Huntsville, Alabama, a municipal Corporation, acting by and through the Community Development Division.

    c. Contractor - an entity, other than an Agency (except as noted in the Labor Standards Provisions) that furnishes to the City or to an Agency services (other than standard commercial supplies, 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 - The Community Development Block Grant Program as approved by

HUD and as amended from time to time.

f. City - The City of Huntsville, Alabama, a municipal Corporation, or 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 Agency have executed this Agreement on this the 9th day of March, 2023.

CITY OF HUNTSVILLE

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards, Interim City Clerk-Treasurer
City of Huntsville, Alabama

Community Action Partnership of Huntsville/
Madison and Limestone Counties, Inc.,
an Alabama Non-Profit Corporation

By: _____
Its President

ATTEST:

By:_____
Community Action Partnership of Huntsville/
Madison and Limestone Counties, Inc.,

308 Fountain Circle
Huntsville, AL 35801

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-041

Department: Community Development

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and Crisis Services of North Alabama, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.

Type of Document: Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 30,000.00

Grant Title - CFDA or granting Agency: ESG - ADECA

Resolution #: NA

Location: (list below)

Address: P.O. Box 368, Huntsville, AL 35804
District: District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

Additional Comments:
Agreement between the City and Crisis Services for the use of ADECA FY 2022 ESG funds.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2651

Department: Community Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and Crisis Services of North Alabama, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.

Type of Document: Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 30,000.00

Grant Title - CFDA or granting Agency: ESG - ADECA

Resolution #: NA

Location: (list below)

Address: P.O. Box 368, Huntsville, AL 35804
District: District 1 ☒ District 2 ☒ District 3 ☒ District 4 ☒ District 5 ☒

Additional Comments:
Agreement between the City and Crisis Services for the use of ADECA FY 2022 ESG funds.

RESOLUTION NO. 23-

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) notified the City of Huntsville, Alabama of a grant award for FY 22 Emergency Solutions Grant funds known as HESG-22-012; and,

WHEREAS, The City is therefore required to enter into a contract agreement with a non- profit agency, which provides services to the homeless to assure ADECA that all conditions of the grant agreement between ADECA and the City is satisfied.

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 Crisis Services of North Alabama, Inc., said contract being substantially similar in words and figures to that document identified as "Agreement between the City of Huntsville, Alabama and Crisis Services of North Alabama, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds," consisting of seventeen (17) pages, and the date of March 9, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 9th day of March, 2023.

_____

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

APPROVED this the 9th day of March, 2023.

_____

Mayor of the City of Huntsville,
Alabama

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND CRISIS SERVICES OF NORTH ALABAMA, INC."

THIS AGREEMENT, entered into this the 9th day of March, 2023, by and between the City of Huntsville Alabama, and hereinafter referred to as the City, and Crisis Services of North Alabama, Inc., hereinafter referred to as the Agency.

WHEREAS, the City received a grant under the 2022 Emergency Solutions Grant Program from the Alabama Department of Economic and Community Affairs (ADECA), known as Grant No. HESG-22-012.

WHEREAS, the City desires to engage the Agency to render certain services in connection therewith:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. PROGRAM DESCRIPTION. The Agency shall operate a program, which provides emergency shelter for victims of domestic violence. Approximately 100-200 domestic violence clients/victims shall be served. The program shall include shelter, referrals and supportive services. The City shall provide **$30,000.00** in Emergency Solutions Grant (ESG) funds to the Agency. These funds will provide operating funds for the shelter program. Funds shall be expended as described in Part V of this Agreement. The Agency will provide for the administration of the program for the term of this Agreement.

II. PROJECT LOCATION. The Agency's administrative office and project site are located in Huntsville, Alabama. All records related to the program shall be maintained at the Agency's office. The mailing address of the Agency is P.O. Box 368, Huntsville, Alabama 35804.

III. SERVICES TO BE PROVIDED. The Agency shall, in a satisfactory and proper manner, as determined by the City of Huntsville, perform the following services:

a. OPERATIONS. The Agency shall operate a program which will provide emergency shelter and essential services to homeless persons. Eligible operating expenses for ESG funds are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Eligible essential services expenses for ESG funds are the cost of case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment, and transportation services.

b. HOMELESS ASSISTANCE. Provide assistance to homeless clients in obtaining appropriate supportive services, including permanent housing, physical health treatment, counseling for achieving independent living and other community, state, and federal assistance, which may be available.

President of the City Council of the
City of Huntsville, Alabama
Date: March 9, 2023

c. HOMELESS. As described in the preamble of the Final Rule Defining Homeless, the final rule establishes four categories of homelessness. These categories are:

i. Individuals and families who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or a place not meant for human habitation immediately before entering that institution;

ii. Individuals and families who will imminently lose their primary nighttime residence;

iii. Unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes who do not otherwise qualify as homeless under this definition; or

iv. Individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

d. CONTINUUM OF CARE. In support of the Agency's commitment to the continuum of care strategy in the community, an agency representative will attend scheduled meetings of AL-503 Huntsville/ North Alabama Continuum of Care, participate in Coordinated Entry, and enter data and referrals in a HUD-approved database comparable to the Homeless Management Information System (HMIS).

IV. TIME OF PERFORMANCE. The service of the Agency shall be undertaken beginning on **March 9, 2023** and be completed by **March 31, 2024**. All funds must be obligated, expended and the matching requirement met by **March 31, 2024**.

V. COMPENSATION AND METHOD OF PAYMENT. It is the policy of HUD and the City of Huntsville that funds are only made available to the Agency on a reimbursable basis. A Request for Payment which is supported by evidence that the services have actually been performed, expenses incurred and a description of the work activity accomplished must be submitted from the Agency to the City of Huntsville prior to the **5th day of each month**. The Agency is subject to a loss of a portion of its funds for non-compliance. After receipt of City of Huntsville funds, the Agency shall make payment of any unpaid expenses to the vendor(s) and/or employee(s) indicated in the request for funds within two (2) working days from the date of the deposit of funds by the Agency. It is understood that in no event should the total compensation be paid hereunder exceed the maximum sum of **$30,000.00** for all services required hereunder. Furthermore, if any "program income" is generated by the Agency, it shall be returned to the City of Huntsville. Funds shall be expended as delineated in the budget below:

COST CATEGORY		
ACCOUNT #	**ACCOUNT NAME**	**AMOUNT**
HESG-515340	Special Activities-Shelter Operations & Essential Services	$30,000.00
	TOTAL	**$30,000.00**

VI. REPORTS, REPORT CONTROL AND CONTROL INFORMATION

a. Reports related to this project is maintained by the Agency as a permanent, separate, identifiable file subject to periodic audits by the City of Huntsville, the Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives.

b. A written monthly report reflecting the Agency's operations will be submitted by the Agency to the City of Huntsville no later than the **fifth (5th) calendar day of each month**.

c. All Agency staff employment funded in whole or in part with Emergency Solutions Grant (ESG) funds shall reported on a monthly basis to Community Development by the provision of weekly time sheets, signed by each staff person and the supervisor. These records shall also be necessary if the salary of any staff person is used as evidence of a match for ESG funds.

d. All forms bearing a Community Development Form Number (Community Development Division Forms) will be provided by the City of Huntsville.

e. Upon execution of this contract, the Agency shall designate those members of the Agency staff who will be responsible to the City of Huntsville for Agency reports. All Agency contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.

f. The City of Huntsville will inventory and examine Agency 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 Agency reporting under the terms of this contract. The City of Huntsville shall respond to any report deficiency or delinquency with a letter citing the applicable report deficiency or delinquency.

g. General Report Provisions:

   i. Data requirements, reporting format, and submission times will be specified by the City of Huntsville for all reporting.

   ii. From time to time, as the City of Huntsville may determine, data in addition to that specifically required of the Agency in support of planning and/or evaluation.

iii. The City of Huntsville will make the final determination regarding delinquent or deficient reports, and generally, regarding any matter of report provisions where interpretation may be required.
iv. No exception will be made to any part of these report provisions unless the exception is made in writing by the City of Huntsville.
v. Non-compliance with these provisions regarding reporting will be considered sufficient cause for termination of contract.

VII. ITEMS OF UNDERSTANDING:

a. Personnel Policy: It is mutually understood that policies governing personnel shall be written in conformance with Part II, Terms and Conditions entitled "Nondiscrimination".

b. Federal Funds: It is mutually understood by the parties hereto that the funds provided hereunder by ADECA are Federal funds and are provided by the Department of Housing and Urban Development (HUD).

c. Matching Funds: It is further understood that in order to obtain these funds, the Agency must provide local matching funds in an amount equal to the grant. Matching funds shall be "in-kind" or in cash. The Match sources shall include time sheets for staff involved in the operation of the shelter. Eligibility of the submitted match records will be determined by City of Huntsville.

VIII. BIDS AND CONTRACT AWARD PROCEDURES

Bids and contract awards for work to be accomplished will be done in accordance with Part II, "Terms and Conditions" which form a part of this contract.

IX. CONFLICT OF INTEREST

The Agency shall maintain a code or standards of conduct that shall govern the performance of its officers, employees 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 Agency's officers, employees 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 Agency's officers, employees or agents.

X. FINANCIAL MANAGEMENT STANDARDS

The Agency's financial management systems shall provide for:

i. 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 agency requires reporting on an accrual basis, the recipient 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.

ii. 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.

iii. Effective control over and accountability for all funds, property and other assets. Recipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

iv. Comparison of actual outlays with budget amounts for each grant or other agreement. Whenever appropriate or required by Federal sponsoring agency, financial information should be related to performance and unit cost data.

v. Procedures to minimize the time elapsing between the transfer of funds from the City by City of Huntsville and the disbursement by the Agency whenever funds are advanced.

vi. Procedures for determining the reasonableness, allowability and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.

vii. Accounting records that are supported by source documentation.

viii. 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.

XI. TERMS AND CONDITIONS. This Agreement is subject to and incorporates the provisions of Part II, "Terms and Conditions" which form a part of this contract.

PART II
AGENCY TERMS AND CONDITIONS

City of Huntsville and AGENCY hereby agree:

1. News Media. Any publicity given to the project herein concerned shall recognize the City of Huntsville and the U.S. Department of Housing and Urban Development.

2. Changes. Any changes in the scope of services of the Agency to be performed hereunder by any party hereto, including any increase or decrease in the amount of consideration, must have prior approval from City of Huntsville and must be incorporated by a written agreement modifying the terms of this agreement.

3. Findings Confidential. All audit findings, reports, studies, and any other information or data prepared or assembled by the Agency under the terms of this agreement are confidential in nature, and the Agency agrees that they shall not be made available to any individual or organization, other than to an agency of the United States Government, without the prior written approval of City of Huntsville.

4. Termination of Agreement for Cause:

    a. In accordance with 24 CFR 85.43, if the Agency shall fail to fulfill its obligations under the terms of this agreement in a timely and proper manner, or if the Agency shall violate any of the covenants, terms, or stipulations of this agreement, City of Huntsville shall thereupon have the right to terminate this agreement by giving written notice to the Agency of such termination, which notice shall specify the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Agency under the terms of this agreement shall, at the option of City of Huntsville, become the property of City of Huntsville, and the Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the terms of this agreement.

    b. In the event of termination of this agreement under the terms of paragraph 4. A, above, or any other lawful termination of this agreement, City of Huntsville shall have the right to withhold any payments to the Agency pending determination of compensation due the Agency for work satisfactorily completed.

5. Termination of Agreement for Convenience. In accordance with 24 CFR 85.44, CITY OF HUNTSVILLE may terminate this agreement at any time by giving at least ten (10) days' notice in writing to the Agency. If the agreement is terminated by CITY OF HUNTSVILLE as provided herein, total consideration due the agency shall bear the same ratio to the total consideration called for in this agreement as the services actually performed by the Agency bear to the services called for in this agreement. If, however, less than sixty (60) per cent of the services required under the terms of this agreement have been performed upon the effective date of such termination, the Agency shall be reimbursed such actual expenses incurred by the Agency which are directly attributable

to the uncompleted services required under the terms of this agreement. If this agreement is terminated through fault of the Agency, Paragraph 4 hereof, relative to termination for cause, shall apply.

6. Contractual Noncompliance. Noncompliance with any and/or all part(s) of this contract, grant, loan or agreement, as determined by the Community Development Division (or representatives of the City of Huntsville, may result in the disallowance of costs ... thereby requiring the immediate payback of Federal funds by the Agency to City of Huntsville 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 three (3) years after the contract expiration date.

7. Procurement Standards. The Agency shall establish procedures for the procurement of supplies, equipment, construction and other services, with Federal funds. Such procedures shall be consistent with the following:

    a. No employee, officer, or agent of the Agency shall participate in the selection, award, or administration of any contract in which Federal funds are used, if he, his immediate family, or partner has a financial interest in such contract, or if he, his immediate family or partner has a financial interest in any organization which has a financial interest in said contract. The Agency's officers, employees and agents shall neither solicit, nor accept, gratuities, favors, or anything of monetary value from contractors or potential contractors. The Agency shall provide for appropriate disciplinary action to be taken if any officer, employee, or agent should violate the terms of this paragraph.

    b. All procurement transactions shall be conducted in a manner to provide, to the maximum extent feasible, open and free competition. Awards shall be made to the bidder or offer or whose bid or offer is responsive to the solicitation, and whose bid is most advantageous to the Agency.

    c. The Agency shall establish procurement procedures which provide for, at a minimum, the following procedural requirements:

        i. Proposed procurement actions shall follow a procedure to avoid purchasing unnecessary or duplicate items.

        ii. Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition.

        iii. Positive efforts shall be made by the Agency to utilize small business and minority-owned business sources of supplies and services.

        iv. The type of procuring instrument used, e.g., fixed price contract, cost reimbursable contract, purchase order, or incentive contract, shall be

determined by the Agency, but must be appropriate for the particular procurement and for promoting the best interest of the program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

v. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources.

vi. All proposed sole source contracts, or contracts in which only one bid or proposal is received, shall be subject to prior approval by City of Huntsville.

vii. Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts.

viii. Procurement records and files for purchases shall include the following:
   1. Basis for contractor selection or rejection;
   2. Justification for lack of competition when competitive bids or offers are not obtained;
   3. Basis for award cost or contract price;
   4. Rationale for method of procurement; and
   5. Selection of contract type.

8. Property Records. A record shall be maintained for each item of non-expendable property required for the program. Non-expendable property is property which will not be consumed or lose its identity by being incorporated into another item of property, which costs fifty dollars ($50.00) or more per unit and which is expected to have a useful life of one year or more. Grouping like items such as chairs, with an aggregate cost in excess of fifty dollars ($50.00) shall also be controlled and accounted for as non-expendable property even though the cost of a single item is less than fifty dollars ($50.00). The record shall include; (a) a description of the item of property, including model and serial numbers, if applicable; (b) date of acquisition; (c) the acquisition cost or assigned value to the program; and, (d) location of the item.

9. Compliance with Laws, Rules, and Regulations. The Agency shall comply with all applicable laws, ordinances and Codes of the Federal, State, and local governments, including, but not limited to compliance with the following:

   a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88 352; 42 U.S.C. 2000d et seq);

b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90 284; 42 U.S.C. 3601 et seq);

c. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, as supplemented in Department of Labor Regulations (41 CPR, Part 60).

d. Executive Order 11063 (24 CFR, Part 107) which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin.

e. Age Discrimination Act of 1975 (42 U.S.C. 6101 6107).

f. Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination against handicapped individuals.

g. Executive Orders - 11625, 12432 and 12138, encouraging the use of minority and women's business enterprises.

h. Requirements and Standards of OMB Circular No. A 122, entitled "Cost Principles for Nonprofit Organizations".

i. Monitoring Requirements. City of Huntsville is responsible for managing the day-to-day operations of sub-grantee activities. City of Huntsville will monitor the Agency's activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. City of Huntsville monitoring will cover each program, function or activity. Federal agencies may also make site visits as warranted by program needs

10. Nondiscrimination.

a. Discrimination Prohibited - Section 504 of the Rehabilitation Act of 1973, as amended, requires that no otherwise qualified individual in the United States shall on the grounds of race, color, national origin, sex or 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 which includes any programs funded in whole or in part with Community Development funds. The Agency shall make known that the use of the facilities and services is available to all on a nondiscriminatory basis. For purposes of this section, "Program or activity" is defined as any function conducted by the Agency, or by any unit of government or private contractor receiving Community Development funds or loans from the Agency. "Funded in whole or in part with Community Development funds" means that Community Development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred to the Agency and disbursed in a program or activity.

b. During the performance of this project, the Agency agrees as follows:

i. The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or age.

iii. The Agency, if applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising that the said labor union or workers' representatives of the Agency's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The Agency will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

v. The Agency will furnish all information and reports required by Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60), or pursuant thereto, and will permit access to its books, records, and accounts by the Secretary of Labor and the Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

vi. In the event of the Agency's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or orders, this agreement may be canceled, terminated, or suspended in whole or in part, and the Agency may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

vii. The Agency will include Section 10.A. " Nondiscrimination" and the provisions of paragraph 10.B.(1) through 10.B.(7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontractor or vendor. The Agency will take such action with respect to any subcontract or purchase order as City of Huntsville may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by City of Huntsville, the Agency may request the United States to enter into such litigation to protect the interest of the United States.

c. "Section 3" Clause. Every contracting party, contractor, and subcontractor shall incorporate in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

i. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

ii. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

iii. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iv. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 570.607 (b). The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570.607 (b) and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of the ability to comply with the requirements of these regulations.

v. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant for or recipient of such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, its subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 570.607 (b).

11. Community Development funds disbursed by the City of Huntsville to the Agency shall:

    a. Be used only for the purpose of the project.

    b. Not be used to advance funds to any individual or organization, other than for authorized travel advances for travel outside the metropolitan area.

    c. Not be used to advance funds for any other purposes, programs, or activities which are being carried out by the Agency at the same time it is performing services for City of Huntsville under the terms of this agreement.

12. Requests for Payment. Upon request by City of Huntsville, the Agency shall submit to City of Huntsville copies of invoices and/or other source documents supporting all project expenditures outlined in the Request for Payment or Reimbursement.

13. Documentation and Record Keeping.

    a. The Agency shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities funded under this agreement. Such record shall include but are not limited to:

        i. Records providing a full description of each activity undertaken.

ii. Records demonstrating that each activity undertaken meet one of the national objections.

iii. Records required to determine the eligibility of activities.

iv. Financial records as required by 24 CFR Part 570.502, and Circular A-110.

v. Other records necessary to document compliance.

b. The Agency shall retain all records and supporting documentation applicable to a project with City of Huntsville for a period of three (3) years after the receipt of final payment from City of Huntsville and after all other pending matters are closed. All such records shall be made readily available, upon request, for inspection or audit by the representatives of City of Huntsville, the Secretary of the U.S. Department of Housing and Urban Development, and/or the Comptroller General of the United States. In the event of the Agency's going out of existence, the records relating to the City of Huntsville project will be turned over to City of Huntsville for retention.

14. Subcontracts. None of the work or services included in a contract between the Agency and City of Huntsville shall be subcontracted without the prior written approval of City of Huntsville. Any work or services subcontracted will be specified by written agreement and shall be subject to each provision of the agreement between the Agency and City of Huntsville. Any construction work or services to be subcontracted will be specified by written agreement, only after written approval of City of Huntsville, and shall be subject to all of the provisions of "Part II, Terms and Conditions, Construction Contracts", which will be made a part of each subcontract.

15. Changes.

a. Budget Revisions - Once a project is implemented, it may be determined that the cost of the line items in the budget should be changed or modified based on realistic needs. In this case, the Agency will prepare and submit a revised budget to City of Huntsville for approval. Once the revision is approved, a contract change order, which shall constitute a written agreement modifying the terms of this agreement, will be prepared and provided to the Agency to allow deviation in planned expenditures. No deviation in planned expenditures of Community Development supplemental funds may be made without prior authorization by City of Huntsville.

b. Change in project Description - After implementation, it may also be determined that the scope of work or services required in the agreement between City of Huntsville and the Agency are unrealistic. In this instance, the Agency will submit to City of Huntsville an outline of the suggested change together with adequate justification of the reasons therefore. The City of Huntsville will, after appropriate investigation, determine if the suggested change will best serve the

interests of the program. Upon receiving written approval from City of Huntsville, the Agency may proceed to implement the change and prepare any necessary modifications or alterations to data which are to be supplied to City of Huntsville in periodic reports.

16. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under the terms of this agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office, in accordance with the provisions of the Hatch Act.

17. Lobbying Certification. The Agency certifies, to the best of his or her knowledge and belief, that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

    c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Compliance with this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

18. Religious Activity Prohibited. All funds provided directly or indirectly will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

19. Conflict of Interest.

    a. Interest of Members of City - No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and implementation of the Program, or any other person who exercises any functions

or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this agreement, and the Agency shall take appropriate steps to assure compliance.

b. Interest of Agency and Employees - The Agency covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of his or her services hereunder. The Agency further covenants that in the performance of this agreement, no person having any conflicting interest shall be employed. Any interest on the part of the Agency or its employees must be disclosed to City of Huntsville.

c. Neither the Community Development Program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent in contravention of Chapter 15 of Title 5, United States Code.

20. Audits. The Agency will be subject to periodic audit by City of Huntsville and an independent certified public accountant employed by City of Huntsville for that purpose. The audit of Federal funds will be made in accordance with OMB Circular A 133 during the regular auditing cycle.

21. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this agreement shall be as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party hereto, this agreement shall forthwith be physically amended to make such insertion or correction.

22. Agency shall indemnify City. The Agency shall at all times indemnify and save harmless the City of Huntsville, its agents, officers and employees, against all liability, claim, cost or damage, including attorney fees, arising from the performance of this agreement, or any subsequent agreement in conjunction herewith.

23. Program Income. In accordance with 24 CFR Part 570 as published in 53 FR34437 dated 9-6-88, the Agency shall comply with program income requirements set forth in 24 CFR 570.504 (c). Program income shall be returned to the city. All provisions of this written agreement shall apply to any activities undertaken with program income received by the Agency during the performance of this contract. Any program income on hand when the agreement expires, or received after such expiration, shall be paid to the City.

24. Other program requirements. In accordance with 24 CFR Part 570 (53 FR 34437 dated 9-6-88), the Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of these regulations, except that:

a. The Agency does not assume the City's environmental responsibilities described at 570.604; and

b. The Agency does not assume the City's responsibility for initiating the review process under Executive Order 12372.

25. The Agency does not assume the City of Huntsville's environmental responsibilities described at 570.604.

26. Reversion of Assets. Upon expiration of this agreement, the Agency shall transfer to City of Huntsville any funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. The Agency shall ensure that any real property under its control that was acquired or improved in whole or in part with ESG funds in excess of $25,000 is either:

a. Used to meet one of the national objectives in 570.901 until five years after expiration of this agreement, or such longer period of time as determined appropriate by City of Huntsville; or

b. Is disposed of in a manner which results in City of Huntsville being reimbursed in the amount of the value of property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (a) above

27. Definitions.

a. Agency - an entity, whether public or private, which has the responsibility for administering a project or activity under the terms of the Housing and Community Development Act of 1974, and which is a party to this agreement.

b. City of Huntsville - The City of Huntsville, Alabama, a municipal Corporation, acting by and through the Community Development Division.

c. Contractor - an entity, other than an Agency (except as noted in the Labor Standards Provisions) that furnishes to the City or to an Agency services (other than standard commercial supplies, 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 - The Community Development Block Grant Program as approved by HUD and as amended from time to time.

f. City - The City of Huntsville, Alabama, a municipal Corporation, or 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 Agency have executed this Agreement on this the 9th day of March, 2023.

CITY OF HUNTSVILLE

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards, Interim City Clerk-Treasurer
City of Huntsville, Alabama

Crisis Services of North Alabama, Inc.,

By: _____
Its President

ATTEST:

By: _____
Crisis Services of North Alabama, Inc.,

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-042

Department: Community Development

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and Disabled American Veterans, Chapter #26, for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.

Type of Document: Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 52,000.00

Grant Title - CFDA or granting Agency: ESG - ADECA

Resolution #: NA

Location: (list below)

Address: 3077 Leeman Ferry Road, Suite B, Huntsville, AL 35801
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Agreement between the City and DAV for the use of ADECA FY 2022 ESG funds.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2652

Department: Community Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and Disabled American Veterans, Chapter #26, for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.

Type of Document: Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 52,000.00

Grant Title - CFDA or granting Agency: ESG - ADECA

Resolution #: NA

Location: (list below)

Address: 3077 Leeman Ferry Road, Suite B, Huntsville, AL 35801
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Agreement between the City and DAV for the use of ADECA FY 2022 ESG funds.

RESOLUTION NO. 23-

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) notified the City of Huntsville, Alabama of a grant award for FY 22 Emergency Solutions Grant funds known as HESG-22-012; and,

WHEREAS, The City is therefore required to enter into a contract agreement with a non- profit agency, which provides services to the homeless to assure ADECA that all conditions of the grant agreement between ADECA and the City is satisfied.

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 Disabled American Veterans, Chapter #26, said contract being substantially similar in words and figures to that document identified as "Agreement between the City of Huntsville, Alabama and Disabled American Veterans, Chapter #26, for the use of Alabama Department of Economic and Community Affairs FY 2022 emergency Solutions Grant funds," consisting of seventeen (17) pages, and the date of March 9, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 9th day of March, 2023.

_____

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

APPROVED this the 9th day of March, 2023.

_____

Mayor of the City of Huntsville,
Alabama

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND DISABLED AMERICAN VETERANS, CHAPTER #26"

THIS AGREEMENT, entered into this the 9th day of March, 2023, by and between the City of Huntsville Alabama, and hereinafter referred to as the City, and Disabled American Veterans, Chapter #26, hereinafter referred to as the Agency.

WHEREAS, the City received a grant under the 2022 Emergency Solutions Grant Program from the Alabama Department of Economic and Community Affairs (ADECA), known as Grant No. HESG-22-012.

WHEREAS, the City desires to engage the Agency to render certain services in connection therewith:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. PROGRAM DESCRIPTION. The Agency shall operate a program, which provides emergency shelter for victims of domestic violence. Approximately 100-200 domestic violence clients/victims shall be served. The program shall include shelter, referrals and supportive services. The City shall provide **$15,000.00** in Emergency Solutions Grant (ESG) funds to the Agency. These funds will provide operating funds for the shelter program. Funds shall be expended as described in Part V of this Agreement. The Agency will provide for the administration of the program for the term of this Agreement.

II. PROJECT LOCATION. The Agency's administrative office and project site are located in Huntsville, Alabama. All records related to the program shall be maintained at the Agency's office. The mailing address of the Agency is P.O. Box 368, Huntsville, Alabama 35804.

III. SERVICES TO BE PROVIDED. The Agency shall, in a satisfactory and proper manner, as determined by the City of Huntsville, perform the following services:

a. OPERATIONS. The Agency shall operate a program which will provide emergency shelter and essential services to homeless persons. Eligible operating expenses for ESG funds are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Eligible essential services expenses for ESG funds are the cost of case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment, and transportation services.

b. HOMELESS ASSISTANCE. Provide assistance to homeless clients in obtaining appropriate supportive services, including permanent housing, physical health treatment, counseling for achieving independent living and other community, state, and federal assistance, which may be available.

President of the City Council of the
City of Huntsville, Alabama
Date: March 9, 2023

B. HOMELESS ASSISTANCE. Homeless Prevention services may be provided to those "At Risk of Homelessness" or "Homeless" meeting the following conditions:

1) An individual or family who:

i. Has an annual income below 30 % of median family income for the area, as determined by HUD at initial eligibility determination or at or below 30 % at reassessment;

ii. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this section;

iii. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

iv. No subsequent residence has been identified; and

v. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

vi. Meets one of the following conditions:

a) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

b) Is living in the home of another because of economic hardship;

c) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

d) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;

e) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5

persons reside per room, as defined by the U.S. Census Bureau;

f) Is exiting a publicly funded institution, or system of care (such as a healthcare facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

g) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

2) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

3) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

4) Any individual or family who:
   i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or

   ii. Has no other residence; and

   iii. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

C. HOMELESS. As described in the preamble of the Final Rule Defining Homeless, the final rule establishes four categories of homelessness. These categories are:

   i. Individuals and families who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency

shelter or a place not meant for human habitation immediately before entering that institution;

ii. Individuals and families who will imminently lose their primary nighttime residence;

iii. Unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes who do not otherwise qualify as homeless under this definition; or

iv. Individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

D. CONTINUUM OF CARE. In support of the Agency's commitment to the continuum of care strategy in the community, an agency representative will attend scheduled meetings of AL-503 Huntsville/ North Alabama Continuum of Care, participate in Coordinated Entry, and enter data and referrals in the Homeless Management Information System (HMIS).

IV. TIME OF PERFORMANCE. The service of the Agency shall be undertaken beginning on **March 1, 2023** and be completed by **March 31, 2024**. All funds must be obligated, expended and the matching requirement met by **March 31, 2024**.

V. COMPENSATION AND METHOD OF PAYMENT. It is the policy of HUD and the City of Huntsville that funds are only made available to the Agency on a reimbursable basis. A Request for Payment which is supported by evidence that the services have actually been performed, expenses incurred and a description of the work activity accomplished must be submitted from the Agency to the City of Huntsville prior to the **5th day of each month**. The Agency is subject to a loss of a portion of its funds for non-compliance. After receipt of City of Huntsville funds, the Agency shall make payment of any unpaid expenses to the vendor(s) and/or employee(s) indicated in the request for funds within two (2) working days from the date of the deposit of funds by the Agency. It is understood that in no event should the total compensation be paid hereunder exceed the maximum sum of **$87,000.00** for all services required hereunder. Furthermore, if any "program income" is generated by the Agency, it shall be returned to the City of Huntsville. Funds shall be expended as delineated in the budget below:

COST CATEGORY		
ACCOUNT #	**ACCOUNT NAME**	**AMOUNT**
	Special Activities-Prevention	$15,000.00
	Special Activities- Rapid Rehousing	$22,000.00
	Emergency Shelter $15,000.00	
	TOTAL	**$52,000.00**

VI. REPORTS, REPORT CONTROL AND CONTROL INFORMATION\

a. Reports related to this project is maintained by the Agency as a permanent, separate, identifiable file subject to periodic audits by the City of Huntsville, the Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives.

b. A written monthly report reflecting the Agency's operations will be submitted by the Agency to the City of Huntsville no later than the **fifth (5th) calendar day of each month**.

c. All Agency staff employment funded in whole or in part with Emergency Solutions Grant (ESG) funds shall reported on a monthly basis to Community Development by the provision of weekly time sheets, signed by each staff person and the supervisor. These records shall also be necessary if the salary of any staff person is used as evidence of a match for ESG funds.

d. All forms bearing a Community Development Form Number (Community Development Division Forms) will be provided by the City of Huntsville.

e. Upon execution of this contract, the Agency shall designate those members of the Agency staff who will be responsible to the City of Huntsville for Agency reports. All Agency contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.

f. The City of Huntsville will inventory and examine Agency 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 Agency reporting under the terms of this contract. The City of Huntsville shall respond to any report deficiency or delinquency with a letter citing the applicable report deficiency or delinquency.

g. General Report Provisions:

i. Data requirements, reporting format, and submission times will be specified by the City of Huntsville for all reporting.

ii. From time to time, as the City of Huntsville may determine, data in addition to that specifically required of the Agency in support of planning and/or evaluation.

iii. The City of Huntsville will make the final determination regarding delinquent or deficient reports, and generally, regarding any matter of report provisions where interpretation may be required.

iv. No exception will be made to any part of these report provisions unless the exception is made in writing by the City of Huntsville.

v. Non-compliance with these provisions regarding reporting will be considered sufficient cause for termination of contract.

VII. ITEMS OF UNDERSTANDING:

A. Personnel Policy: It is mutually understood that policies governing personnel shall be written in conformance with Part II, Terms and Conditions entitled "Nondiscrimination".

B. Federal Funds: It is mutually understood by the parties hereto that the funds provided hereunder by ADECA are Federal funds and are provided by the Department of Housing and Urban Development (HUD).

C. Matching Funds: It is further understood that in order to obtain these funds, the Agency must provide local matching funds in an amount equal to the grant. Matching funds shall be "in-kind" or in cash. The Match sources shall include time sheets for staff involved in the operation of the shelter. Eligibility of the submitted match records will be determined by City of Huntsville.

VIII. BIDS AND CONTRACT AWARD PROCEDURES

Bids and contract awards for work to be accomplished will be done in accordance with Part II, "Terms and Conditions" which form a part of this contract.

IX. CONFLICT OF INTEREST

The Agency shall maintain a code or standards of conduct that shall govern the performance of its officers, employees 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 Agency's officers, employees 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 Agency's officers, employees or agents.

X. FINANCIAL MANAGEMENT STANDARDS

The Agency's financial management systems shall provide for:

vi. 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 agency requires reporting on an accrual basis, the recipient 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.

vii. 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.

viii. Effective control over and accountability for all funds, property and other assets. Recipients shall adequately safeguard all such assets and shall

assure that they are used solely for authorized purposes.

ix. Comparison of actual outlays with budget amounts for each grant or other agreement. Whenever appropriate or required by Federal sponsoring agency, financial information should be related to performance and unit cost data.

x. Procedures to minimize the time elapsing between the transfer of funds from the City by City of Huntsville and the disbursement by the Agency whenever funds are advanced.

xi. Procedures for determining the reasonableness, allowability and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.

xii. Accounting records that are supported by source documentation.

xiii. 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.

XI. TERMS AND CONDITIONS. This Agreement is subject to and incorporates the provisions of Part II, "Terms and Conditions" which form a part of this contract.

PART II
AGENCY TERMS AND CONDITIONS

City of Huntsville and AGENCY hereby agree:

1. News Media. Any publicity given to the project herein concerned shall recognize the City of Huntsville and the U.S. Department of Housing and Urban Development.

2. Changes. Any changes in the scope of services of the Agency to be performed hereunder by any party hereto, including any increase or decrease in the amount of consideration, must have prior approval from City of Huntsville and must be incorporated by a written agreement modifying the terms of this agreement.

3. Findings Confidential. All audit findings, reports, studies, and any other information or data prepared or assembled by the Agency under the terms of this agreement are confidential in nature, and the Agency agrees that they shall not be made available to any individual or organization, other than to an agency of the United States Government, without the prior written approval of City of Huntsville.

4. Termination of Agreement for Cause:

   a. In accordance with 24 CFR 85.43, if the Agency shall fail to fulfill its obligations under the terms of this agreement in a timely and proper manner, or if the Agency shall violate any of the covenants, terms, or stipulations of this agreement, City of Huntsville shall thereupon have the right to terminate this agreement by giving written notice to the Agency of such termination, which notice shall specify the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Agency under the terms of this agreement shall, at the option of City of Huntsville, become the property of City of Huntsville, and the Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the terms of this agreement.

   b. In the event of termination of this agreement under the terms of paragraph 4. A, above, or any other lawful termination of this agreement, City of Huntsville shall have the right to withhold any payments to the Agency pending determination of compensation due the Agency for work satisfactorily completed.

5. Termination of Agreement for Convenience. In accordance with 24 CFR 85.44, CITY OF HUNTSVILLE may terminate this agreement at any time by giving at least ten (10) days' notice in writing to the Agency. If the agreement is terminated by CITY OF HUNTSVILLE as provided herein, total consideration due the agency shall bear thesame ratio to the total consideration called for in this agreement as the services actually performed by the Agency bear to the services called for in this agreement. If, however, less than sixty (60) per cent of the services required under the terms of this agreement have been performed upon the effective date of such termination, the Agency shall be reimbursed such actual expenses incurred by the Agency which are directly attributable to the uncompleted services required under the terms of this agreement. If this agreement is terminated through fault of the Agency, Paragraph 4 hereof, relative to termination for cause, shall apply.

6. Contractual Noncompliance. Noncompliance with any and/or all part(s) of this contract, grant, loan or agreement, as determined by the Community Development Division (or representatives of the City of Huntsville, may result in the disallowance of costs ... thereby requiring the immediate payback of Federal funds by the Agency to City of Huntsville 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 three (3) years after the contract expiration date.

7. Procurement Standards. The Agency shall establish procedures for the procurement of supplies, equipment, construction and other services, with Federal funds. Such procedures shall be consistent with the following:

   a. No employee, officer, or agent of the Agency shall participate in the selection, award, or administration of any contract in which Federal funds are used, if he, his immediate family, or partner has a financial interest in such contract, or if he, his immediate family or partner has a financial interest in any organization which

has a financial interest in said contract. The Agency's officers, employees and agents shall neither solicit, nor accept, gratuities, favors, or anything of monetary value from contractors or potential contractors. The Agency shall provide for appropriate disciplinary action to be taken if any officer, employee, or agent should violate the terms of this paragraph.

b. All procurement transactions shall be conducted in a manner to provide, to the maximum extent feasible, open and free competition. Awards shall be made to the bidder or offer or whose bid or offer is responsive to the solicitation, and whose bid is most advantageous to the Agency.

c. The Agency shall establish procurement procedures which provide for, at a minimum, the following procedural requirements:

   i. Proposed procurement actions shall follow a procedure to avoid purchasing unnecessary or duplicate items.

   ii. Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition.

   iii. Positive efforts shall be made by the Agency to utilize small business and minority-owned business sources of supplies and services.

   iv. The type of procuring instrument used, e.g., fixed price contract, cost reimbursable contract, purchase order, or incentive contract, shall be determined by the Agency, but must be appropriate for the particular procurement and for promoting the best interest of the program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

   v. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources.

   vi. All proposed sole source contracts, or contracts in which only one bid or proposal is received, shall be subject to prior approval by City of Huntsville.

   vii. Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts.

viii. Procurement records and files for purchases shall include the following:
   1. Basis for contractor selection or rejection;
   2. Justification for lack of competition when competitive bids or offers are not obtained;
   3. Basis for award cost or contract price;
   4. Rationale for method of procurement; and
   5. Selection of contract type.

8. Property Records. A record shall be maintained for each item of non-expendable property required for the program. Non-expendable property is property which will not be consumed or lose its identity by being incorporated into another item of property, which costs fifty dollars ($50.00) or more per unit and which is expected to have a useful life of one year or more. Grouping like items such as chairs, with an aggregate cost in excess of fifty dollars ($50.00) shall also be controlled and accounted for as non-expendable property even though the cost of a single item is less than fifty dollars ($50.00). The record shall include; (a) a description of the item of property, including model and serial numbers, if applicable; (b) date of acquisition; (c) the acquisition cost or assigned value to the program; and, (d) location of the item.

9. Compliance with Laws, Rules, and Regulations. The Agency shall comply with all applicable laws, ordinances and Codes of the Federal, State, and local governments, including, but not limited to compliance with the following:

   a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88 352; 42 U.S.C. 2000d et seq);

   b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90 284; 42 U.S.C. 3601 et seq);

   c. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, as supplemented in Department of Labor Regulations (41 CPR, Part 60).

   d. Executive Order 11063 (24 CFR, Part 107) which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin.

   e. Age Discrimination Act of 1975 (42 U.S.C. 6101 6107).

   f. Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination against handicapped individuals.

   g. Executive Orders - 11625, 12432 and 12138, encouraging the use of minority and women's business enterprises.

   h. Requirements and Standards of OMB Circular No. A 122, entitled "Cost Principles for Nonprofit Organizations".

   i. Monitoring Requirements. City of Huntsville is responsible for managing the

day-to-day operations of sub-grantee activities. City of Huntsville will monitor the Agency's activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. City of Huntsville monitoring will cover each program, function or activity. Federal agencies may also make site visits as warranted by program needs

10. Nondiscrimination.

a. Discrimination Prohibited - Section 504 of the Rehabilitation Act of 1973, as amended, requires that no otherwise qualified individual in the United States shall on the grounds of race, color, national origin, sex or 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 which includes any programs funded in whole or in part with Community Development funds. The Agency shall make known that the use of the facilities and services is available to all on a nondiscriminatory basis. For purposes of this section, "Program or activity" is defined as any function conducted by the Agency, or by any unit of government or private contractor receiving Community Development funds or loans from the Agency. "Funded in whole or in part with Community Development funds" means that Community Development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred to the Agency and disbursed in a program or activity.

b. During the performance of this project, the Agency agrees as follows:
   i. The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   ii. The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or age.

   iii. The Agency, if applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising that the said labor union or workers' representatives of the Agency's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and

applicants for employment.

iv. The Agency will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

v. The Agency will furnish all information and reports required by Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60), or pursuant thereto, and will permit access to its books, records, and accounts by the Secretary of Labor and the Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

vi. In the event of the Agency's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or orders, this agreement may be canceled, terminated, or suspended in whole or in part, and the Agency may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

vii. The Agency will include Section 10.A. " Nondiscrimination" and the provisions of paragraph 10.B.(1) through 10.B.(7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontractor or vendor. The Agency will take such action with respect to any subcontract or purchase order as City of Huntsville may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by City of Huntsville, the Agency may request the United States to enter into such litigation to protect the interest of the United States.

c. "Section 3" Clause. Every contracting party, contractor, and subcontractor shall incorporate in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

i. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower

income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

ii. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

iii. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iv. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 570.607 (b). The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570.607 (b) and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of the ability to comply with the requirements of these regulations.

v. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant for or recipient of such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, its subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 570.607 (b).

11. Community Development funds disbursed by the City of Huntsville to the Agency shall:

a. Be used only for the purpose of the project.
b. Not be used to advance funds to any individual or organization, other than for authorized travel advances for travel outside the metropolitan area.

c. Not be used to advance funds for any other purposes, programs, or activities which are being carried out by the Agency at the same time it is performing services for City of Huntsville under the terms of this agreement.

12. Requests for Payment. Upon request by City of Huntsville, the Agency shall submit to City of Huntsville copies of invoices and/or other source documents supporting all project expenditures outlined in the Request for Payment or Reimbursement.

13. Documentation and Record Keeping.

    a. The Agency shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities funded under this agreement. Such record shall include but are not limited to:

        i. Records providing a full description of each activity undertaken.
        ii. Records demonstrating that each activity undertaken meet one of the national objections.

        iii. Records required to determine the eligibility of activities.

        iv. Financial records as required by 24 CFR Part 570.502, and Circular A-110.

        v. Other records necessary to document compliance.

    b. The Agency shall retain all records and supporting documentation applicable to a project with City of Huntsville for a period of three (3) years after the receipt of final payment from City of Huntsville and after all other pending matters are closed. All such records shall be made readily available, upon request, for inspection or audit by the representatives of City of Huntsville, the Secretary of the U.S. Department of Housing and Urban Development, and/or the Comptroller General of the United States. In the event of the Agency's going out of existence, the records relating to the City of Huntsville project will be turned over to City of Huntsville for retention.

14. Subcontracts. None of the work or services included in a contract between the Agency and City of Huntsville shall be subcontracted without the prior written approval of City of Huntsville. Any work or services subcontracted will be specified by written agreement and shall be subject to each provision of the agreement between the Agency and City of Huntsville. Any construction work or services to be subcontracted will be specified by written agreement, only after written approval of City of Huntsville, and shall be subject to all of the provisions of "Part II, Terms and Conditions, Construction Contracts", which will be made a part of each subcontract.

15. Changes.

    a. Budget Revisions - Once a project is implemented, it may be determined that the cost of the line items in the budget should be changed or modified based on

realistic needs. In this case, the Agency will prepare and submit a revised budget to City of Huntsville for approval. Once the revision is approved, a contract change order, which shall constitute a written agreement modifying the terms of this agreement, will be prepared and provided to the Agency to allow deviation in planned expenditures. No deviation in planned expenditures of Community Development supplemental funds may be made without prior authorization by City of Huntsville.

b. Change in project Description - After implementation, it may also be determined that the scope of work or services required in the agreement between City of Huntsville and the Agency are unrealistic. In this instance, the Agency will submit to City of Huntsville an outline of the suggested change together with adequate justification of the reasons therefore. The City of Huntsville will, after appropriate investigation, determine if the suggested change will best serve the interests of the program. Upon receiving written approval from City of Huntsville, the Agency may proceed to implement the change and prepare any necessary modifications or alterations to data which are to be supplied to City of Huntsville in periodic reports.

16. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under the terms of this agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office, in accordance with the provisions of the Hatch Act.

17. Lobbying Certification. The Agency certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Compliance with this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not

more than $100,000 for each such failure.

18. Religious Activity Prohibited. All funds provided directly or indirectly will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

19. Conflict of Interest.

    a. Interest of Members of City - No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and implementation of the Program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this agreement, and the Agency shall take appropriate steps to assure compliance.

    b. Interest of Agency and Employees - The Agency covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of his or her services hereunder. The Agency further covenants that in the performance of this agreement, no person having any conflicting interest shall be employed. Any interest on the part of the Agency or its employees must be disclosed to City of Huntsville.

    c. Neither the Community Development Program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent in contravention of Chapter 15 of Title 5, United States Code.

20. Audits. The Agency will be subject to periodic audit by City of Huntsville and an independent certified public accountant employed by City of Huntsville for that purpose. The audit of Federal funds will be made in accordance with OMB Circular A 133 during the regular auditing cycle.

21. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this agreement shall be as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party hereto, this agreement shall forthwith be physically amended to make such insertion or correction.

22. Agency shall indemnify City. The Agency shall at all times indemnify and save harmless the City of Huntsville, its agents, officers and employees, against all liability, claim, cost or damage, including attorney fees, arising from the performance of this agreement, or any subsequent agreement in conjunction herewith.

23. Program Income. In accordance with 24 CFR Part 570 as published in 53 FR34437 dated 9-6-88, the Agency shall comply with program income requirements set forth in 24 CFR 570.504 (c). Program income shall be returned to the city. All provisions of this written

agreement shall apply to any activities undertaken with program income received by the Agency during the performance of this contract. Any program income on hand when the agreement expires, or received after such expiration, shall be paid to the City.

24. Other program requirements. In accordance with 24 CFR Part 570 (53 FR 34437 dated 9-6-88), the Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of these regulations, except that:

    a. The Agency does not assume the City's environmental responsibilities described at 570.604; and

    b. The Agency does not assume the City's responsibility for initiating the review process under Executive Order 12372.

25. The Agency does not assume the City of Huntsville's environmental responsibilities described at 570.604.

26. Reversion of Assets. Upon expiration of this agreement, the Agency shall transfer to City of Huntsville any funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. The Agency shall ensure that any real property under its control that was acquired or improved in whole or in part with ESG funds in excess of $25,000 is either:

    a. Used to meet one of the national objectives in 570.901 until five years after expiration of this agreement, or such longer period of time as determined appropriate by City of Huntsville; or

    b. Is disposed of in a manner which results in City of Huntsville being reimbursed in the amount of the value of property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (a) above

27. Definitions.

    a. Agency - an entity, whether public or private, which has the responsibility for administering a project or activity under the terms of the Housing and Community Development Act of 1974, and which is a party to this agreement.

    b. City of Huntsville - The City of Huntsville, Alabama, a municipal Corporation, acting by and through the Community Development Division.

    c. Contractor - an entity, other than an Agency (except as noted in the Labor Standards Provisions) that furnishes to the City or to an Agency services (other than standard commercial supplies, 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 - The Emergency Solutions Grant Program as approved by

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 Agency have executed this Agreement on this the 9th day of March, 2023.

CITY OF HUNTSVILLE

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards, Interim City Clerk-Treasurer
City of Huntsville, Alabama

Disabled American Veterans, Chapter #26,

By: _____
Its President

ATTEST:

By: _____
Disabled American Veterans, Chapter #26

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-043

Department: Community Development

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and First Stop, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.

Type of Document: Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 75,000.00

Grant Title - CFDA or granting Agency: ESG - ADECA

Resolution #: NA

Location: (list below)

Address: 206 Stokes Street NW, Huntsville, AL 35805
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Agreement between the City and First Stop for the use of ADECA FY 2022 ESG funds.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2654

Department: Community Development

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and First Stop, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.

Type of Document: Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 75,000.00

Grant Title - CFDA or granting Agency: ESG - ADECA

Resolution #: NA

Location: (list below)

Address: 206 Stokes Street NW, Huntsville, AL 35805
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Agreement between the City and First Stop for the use of ADECA FY 2022 ESG funds.

RESOLUTION NO. 23-

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) notified the City of Huntsville, Alabama of a grant award for FY 22 Emergency Solutions Grant funds known as HESG-22-012; and,

WHEREAS, The City is therefore required to enter into a contract agreement with a non- profit agency, which provides services to the homeless to assure ADECA that all conditions of the grant agreement between ADECA and the City is satisfied.

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 New Futures, Inc., said contract being substantially similar in words and figures to that document identified as "Agreement between the City of Huntsville, Alabama and First Stop, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds," consisting of seventeen (17) pages, and the date of March 9, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 9th day of March, 2023.

_____

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

APPROVED this the 9th day of March, 2023.

_____

Mayor of the City of Huntsville,
Alabama

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND FIRST STOP INC."

THIS AGREEMENT, entered into this the 9th day of March, 2023, by and between the City of Huntsville Alabama, and hereinafter referred to as the City, and First Stop Inc., hereinafter referred to as the Agency.

WHEREAS, the City received a grant under the 2022 Emergency Solutions Grant Program from the Alabama Department of Economic and Community Affairs (ADECA), known as Grant No. HESG-22-012.

WHEREAS, the City desires to engage the Agency to render certain services in connection therewith:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. PROGRAM DESCRIPTION. The Agency shall operate a program, which provides Street Outreach activities to homeless persons/families. Approximately 100 - 150 homeless persons/families shall be served. The program shall include services delivered on the street to persons living unsheltered (Street Outreach Component (24CFR §576.101)). The City shall provide **$75,000.00** in ESG funds to the Agency. These funds will provide Street Outreach funds for the program. Funds shall be expended as described in Part V of this Agreement. The Agency will provide for the administration of the program for the term of this Agreement.

II. PROJECT LOCATION. The Agency's administrative office and project site are located in Huntsville, Alabama. All records related to the program shall be maintained at the Agency's office. The mailing address of the Agency is 206 Stokes St NW, Huntsville, AL 35805

President of the City Council of the
City of Huntsville, Alabama
Date: March 9, 2023

The Agency shall, in a satisfactory and propermanner, as determined by the City of Huntsville, perform the following services:

Eligible Activities
Street Outreach Component (24CFR §576.101) Services delivered on the street to persons living unsheltered

Engagement	Activities to locate, identify, and build relationships with **unsheltered homeless people** for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.
Case Management	Assessing housing and service needs and arranging/coordinating/monitoring the delivery of individualized services.
Emergency Health Services	Direct outpatient treatment of medical conditions by licensed medical professionals in community-based settings (e.g. streets, parks, and campgrounds) to those eligible participants for whom other appropriate health services are inaccessible or unavailable within the area.
Emergency Mental Health Services	Direct outpatient treatment of mental health conditions by licensed professionals in community-based settings (e.g. streets, parks, and campgrounds) to those eligible participants for whom other appropriate health services are inaccessible or unavailable within the area.
Transportation	Travel by outreach workers, social workers, medical professionals or other service providers during the provision of eligible street outreach services.
Services to Special Populations	Otherwise eligible Essential Services, as listed above, that have been tailored to address the special needs of homeless youth, victims of domestic violence and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless.
Hazard Pay	For staff working directly to prevent, prepare and respond to coronavirus among persons who are homeless or at-risk of homelessness. Examples under this component would be street outreach team members and staff providing essential services.

IV. TIME OF PERFORMANCE. The service of the Agency shall be undertaken beginning on **March 9, 2023** and be completed by **March 31, 2024**. All funds must be obligated, expended and the matching requirement met by **March 31, 2024**.

V. COMPENSATION AND METHOD OF PAYMENT. It is the policy of HUD and the City of Huntsville that funds are only made available to the Agency on a reimbursable basis. A Request for Payment which is supported by evidence that the services have actually been performed, expenses incurred and a description of the work activity accomplished must be submitted from the Agency to the City of Huntsville prior to the **5th day of each month**. The Agency is subject to a loss of a portion of its funds for non-compliance. After receipt of City of Huntsville funds, the Agency shall make payment of any unpaid expenses to the vendor(s) and/or employee(s) indicated in the request for funds within two (2) working days from the date of the deposit of funds by the Agency. It is understood that in no event should the total compensation be paid hereunder exceed the maximum sum of **$75,000.00** for all services required hereunder. Furthermore, if any "program income" is generated by the Agency, it shall be returned to the City of Huntsville. Funds shall be expended as delineated in the budget below:

COST CATEGORY		
ACCOUNT #	**ACCOUNT NAME**	**AMOUNT**
HESG-515370	Special Activities- Street Outreach	$75,000.00
	TOTAL	**$75,000.00**

VI. REPORTS, REPORT CONTROL AND CONTROL INFORMATION

a. Reports related to this project is maintained by the Agency as a permanent, separate, identifiable file subject to periodic audits by the City of Huntsville, the Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives.

b. A written monthly report reflecting the Agency's operations will be submitted by the Agency to the City of Huntsville no later than the **fifth (5th) calendar day of each month**.

c. All Agency staff employment funded in whole or in part with Emergency Solutions Grant (ESG) funds shall reported on a monthly basis to Community Development by the provision of weekly time sheets, signed by each staff person and the supervisor. These records shall also be necessary if the salary of any staff person is used as evidence of a match for ESG funds.

d. All forms bearing a Community Development Form Number (Community Development Division Forms) will be provided by the City of Huntsville.

e. Upon execution of this contract, the Agency shall designate those members of the Agency staff who will be responsible to the City of Huntsville for Agency reports. All Agency contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.

f. The City of Huntsville will inventory and examine Agency 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 Agency reporting under the terms of this contract. The City of Huntsville shall respond to any report deficiency or delinquency with a letter citing the applicable report deficiency or delinquency.

g. General Report Provisions:

i. Data requirements, reporting format, and submission times will be specified by the City of Huntsville for all reporting.

ii. From time to time, as the City of Huntsville may determine, data in addition to that specifically required of the Agency in support of planning and/or evaluation.

iii. The City of Huntsville will make the final determination regarding delinquent or deficient reports, and generally, regarding any matter of report provisions where interpretation may be required.

iv. No exception will be made to any part of these report provisions unless the exception is made in writing by the City of Huntsville.

v. Non-compliance with these provisions regarding reporting will be considered sufficient cause for termination of contract.

VII. ITEMS OF UNDERSTANDING:

a. Personnel Policy: It is mutually understood that policies governing personnel shall be written in conformance with Part II, Terms and Conditions entitled "Nondiscrimination".

b. Federal Funds: It is mutually understood by the parties hereto that the funds provided hereunder by ADECA are Federal funds and are provided by the Department of Housing and Urban Development (HUD).

c. Matching Funds: It is further understood that in order to obtain these funds, the Agency must provide local matching funds in an amount equal to the grant. Matching funds shall be "in-kind" or in cash. The Match sources shall include time sheets for staff involved in the operation of the shelter. Eligibility of the submitted match records will be determined by City of Huntsville.

VIII. BIDS AND CONTRACT AWARD PROCEDURES

Bids and contract awards for work to be accomplished will be done in accordance with Part II, "Terms and Conditions" which form a part of this contract.

IX. CONFLICT OF INTEREST

The Agency shall maintain a code or standards of conduct that shall govern the performance of its officers, employees 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 Agency's officers, employees 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 Agency's officers, employees or agents.

X. FINANCIAL MANAGEMENT STANDARDS

The Agency's financial management systems shall provide for:

i. 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 agency requires reporting on an accrual basis, the recipient 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.

ii. 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.

iii. Effective control over and accountability for all funds, property and other assets. Recipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

iv. Comparison of actual outlays with budget amounts for each grant or other agreement. Whenever appropriate or required by Federal sponsoring agency, financial information should be related to performance and unit cost data.

v. Procedures to minimize the time elapsing between the transfer of funds from the City by City of Huntsville and the disbursement by the Agency whenever funds are advanced.

vi. Procedures for determining the reasonableness, allowability and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.

vii. Accounting records that are supported by source documentation.

viii. 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.

XI. TERMS AND CONDITIONS. This Agreement is subject to and incorporates the provisions of Part II, "Terms and Conditions" which form a part of this contract.

PART II
AGENCY TERMS AND CONDITIONS

City of Huntsville and AGENCY hereby agree:

1. News Media. Any publicity given to the project herein concerned shall recognize the City of Huntsville and the U.S. Department of Housing and Urban Development.

2. Changes. Any changes in the scope of services of the Agency to be performed hereunder by any party hereto, including any increase or decrease in the amount of consideration, must have prior approval from City of Huntsville and must be incorporated by a written agreement modifying the terms of this agreement.

3. Findings Confidential. All audit findings, reports, studies, and any other information or data prepared or assembled by the Agency under the terms of this agreement are confidential in nature, and the Agency agrees that they shall not be made available to any individual or organization, other than to an agency of the United States Government, without the prior written approval of City of Huntsville.

4. Termination of Agreement for Cause:

   a. In accordance with 24 CFR 85.43, if the Agency shall fail to fulfill its obligations under the terms of this agreement in a timely and proper manner, or if the Agency shall violate any of the covenants, terms, or stipulations of this agreement, City of Huntsville shall thereupon have the right to terminate this agreement by giving written notice to the Agency of such termination, which notice shall specify the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Agency under the terms of this agreement shall, at the option of City of Huntsville, become the property of City of Huntsville, and the Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the terms of this agreement.

   b. In the event of termination of this agreement under the terms of paragraph 4. A, above, or any other lawful termination of this agreement, City of Huntsville shall have the right to withhold any payments to the Agency pending determination of compensation due the Agency for work satisfactorily completed.

5. Termination of Agreement for Convenience. In accordance with 24 CFR 85.44, CITY OF HUNTSVILLE may terminate this agreement at any time by giving at least ten (10) days' notice in writing to the Agency. If the agreement is terminated by CITY OF HUNTSVILLE as provided herein, total consideration due the agency shall bear thesame ratio to the total consideration called for in this agreement as the services actually performed by the Agency bear to the services called for in this agreement. If, however, less than sixty (60) per cent of the services required under the terms of this agreement have been performed upon the effective date of such termination, the Agency shall be reimbursed such actual expenses incurred by the Agency which are directly attributable to the uncompleted services required under the terms of this agreement. If this agreement is terminated through fault of the Agency, Paragraph 4 hereof, relative to termination for cause, shall apply.

6. Contractual Noncompliance. Noncompliance with any and/or all part(s) of this contract, grant, loan or agreement, as determined by the Community Development Division (or representatives of the City of Huntsville, may result in the disallowance of costs ... thereby requiring the immediate payback of Federal funds by the Agency to City of Huntsville 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 three (3) years after the contract expiration date.

7. Procurement Standards. The Agency shall establish procedures for the procurement of supplies, equipment, construction and other services, with Federal funds. Such procedures shall be consistent with the following:

    a. No employee, officer, or agent of the Agency shall participate in the selection, award, or administration of any contract in which Federal funds are used, if he, his immediate family, or partner has a financial interest in such contract, or if he, his immediate family or partner has a financial interest in any organization which has a financial interest in said contract. The Agency's officers, employees and agents shall neither solicit, nor accept, gratuities, favors, or anything of monetary value from contractors or potential contractors. The Agency shall provide for appropriate disciplinary action to be taken if any officer, employee, or agent should violate the terms of this paragraph.

    b. All procurement transactions shall be conducted in a manner to provide, to the maximum extent feasible, open and free competition. Awards shall be made to the bidder or offer or whose bid or offer is responsive to the solicitation, and whose bid is most advantageous to the Agency.

    c. The Agency shall establish procurement procedures which provide for, at a minimum, the following procedural requirements:

        i. Proposed procurement actions shall follow a procedure to avoid purchasing unnecessary or duplicate items.

        ii. Solicitations for goods and services shall be based upon a clear and

accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition.

iii. Positive efforts shall be made by the Agency to utilize small business and minority-owned business sources of supplies and services.

iv. The type of procuring instrument used, e.g., fixed price contract, cost reimbursable contract, purchase order, or incentive contract, shall be determined by the Agency but must be appropriate for the particular procurement and for promoting the best interest of the program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

v. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources.

vi. All proposed sole source contracts, or contracts in which only one bid or proposal is received, shall be subject to prior approval by City of Huntsville.

vii. Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts.

viii. Procurement records and files for purchases shall include the following:
   1. Basis for contractor selection or rejection;
   2. Justification for lack of competition when competitive bids or offers are not obtained;
   3. Basis for award cost or contract price;
   4. Rationale for method of procurement; and
   5. Selection of contract type.

8. Property Records. A record shall be maintained for each item of non-expendable property required for the program. Non-expendable property is property which will not be consumed or lose its identity by being incorporated into another item of property, which costs fifty dollars ($50.00) or more per unit and which is expected to have a useful life of one year or more. Grouping like items such as chairs, with an aggregate cost in excess of fifty dollars ($50.00) shall also be controlled and accounted for as non-expendable property even though the cost of a single item is less than fifty dollars ($50.00). The record shall include; (a) a description of the item of property, including model and serial numbers, if applicable; (b) date of acquisition; (c) the acquisition cost or assigned value to the program; and, (d) location of the item.

9. Compliance with Laws, Rules, and Regulations. The Agency shall comply with all applicable laws, ordinances and Codes of the Federal, State, and local governments, including, but not limited to compliance with the following:

    a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88 352; 42 U.S.C. 2000d et seq);

    b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90 284; 42 U.S.C. 3601 et seq);

    c. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, as supplemented in Department of Labor Regulations (41 CPR, Part 60).

    d. Executive Order 11063 (24 CFR, Part 107) which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin.

    e. Age Discrimination Act of 1975 (42 U.S.C. 6101 6107).

    f. Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination against handicapped individuals.

    g. Executive Orders - 11625, 12432 and 12138, encouraging the use of minority and women's business enterprises.

    h. Requirements and Standards of OMB Circular No. A 122, entitled "Cost Principles for Nonprofit Organizations".

    i. Monitoring Requirements. City of Huntsville is responsible for managing the day-to-day operations of sub-grantee activities. City of Huntsville will monitor the Agency's activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. City of Huntsville monitoring will cover each program, function or activity. Federal agencies may also make site visits as warranted by program needs

10. Nondiscrimination.

    a. Discrimination Prohibited - Section 504 of the Rehabilitation Act of 1973, as amended, requires that no otherwise qualified individual in the United States shall on the grounds of race, color, national origin, sex or 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 which includes any programs funded in whole or in part with Community Development funds. The Agency shall make known that the use of the facilities and services is available to all on a nondiscriminatory basis. For purposes of this section, "Program or activity" is defined as any function conducted by the Agency, or by any unit of government or private contractor receiving Community Development funds or

loans from the Agency. "Funded in whole or in part with Community Development funds" means that Community Development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred to the Agency and disbursed in a program or activity.

b. During the performance of this project, the Agency agrees as follows:

   i. The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   ii. The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or age.

   iii. The Agency, if applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising that the said labor union or workers' representatives of the Agency's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   iv. The Agency will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

   v. The Agency will furnish all information and reports required by Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60), or pursuant thereto, and will permit access to its books, records, and accounts by the Secretary of Labor and the Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

   vi. In the event of the Agency's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or orders, this agreement may be canceled, terminated, or suspended in

whole or in part, and the Agency may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

vii. The Agency will include Section 10.A. " Nondiscrimination" and the provisions of paragraph 10.B.(1) through 10.B.(7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontractor or vendor. The Agency will take such action with respect to any subcontract or purchase order as City of Huntsville may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by City of Huntsville, the Agency may request the United States to enter into such litigation to protect the interest of the United States.

c. "Section 3" Clause. Every contracting party, contractor, and subcontractor shall incorporate in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

i. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

ii. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

iii. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this

Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iv. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 570.607 (b). The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570.607 (b) and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of the ability to comply with the requirements of these regulations.

v. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant for or recipient of such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, its subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 570.607 (b).

11. Community Development funds disbursed by the City of Huntsville to the Agency shall:

    a. Be used only for the purpose of the project.

    b. Not be used to advance funds to any individual or organization, other than for authorized travel advances for travel outside the metropolitan area.

    c. Not be used to advance funds for any other purposes, programs, or activities which are being carried out by the Agency at the same time it is performing services for City of Huntsville under the terms of this agreement.

12. Requests for Payment. Upon request by City of Huntsville, the Agency shall submit to City of Huntsville copies of invoices and/or other source documents supporting all project expenditures outlined in the Request for Payment or Reimbursement.

13. Documentation and Record Keeping.

    a. The Agency shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities funded under this agreement. Such record shall include but are not limited to:

        i. Records providing a full description of each activity undertaken.

ii. Records demonstrating that each activity undertaken meet one of the national objections.

iii. Records required to determine the eligibility of activities.

iv. Financial records as required by 24 CFR Part 570.502, and Circular A-110.

v. Other records necessary to document compliance.

b. The Agency shall retain all records and supporting documentation applicable to a project with City of Huntsville for a period of three (3) years after the receipt of final payment from City of Huntsville and after all other pending matters are closed. All such records shall be made readily available, upon request, for inspection or audit by the representatives of City of Huntsville, the Secretary of the U.S. Department of Housing and Urban Development, and/or the Comptroller General of the United States. In the event of the Agency's going out of existence, the records relating to the City of Huntsville project will be turned over to City of Huntsville for retention.

14. Subcontracts. None of the work or services included in a contract between the Agency and City of Huntsville shall be subcontracted without the prior written approval of City of Huntsville. Any work or services subcontracted will be specified by written agreement and shall be subject to each provision of the agreement between the Agency and City of Huntsville. Any construction work or services to be subcontracted will be specified by written agreement, only after written approval of City of Huntsville, and shall be subject to all of the provisions of "Part II, Terms and Conditions, Construction Contracts", which will be made a part of each subcontract.

15. Changes.

a. Budget Revisions - Once a project is implemented, it may be determined that the cost of the line items in the budget should be changed or modified based on realistic needs. In this case, the Agency will prepare and submit a revised budget to City of Huntsville for approval. Once the revision is approved, a contract change order, which shall constitute a written agreement modifying the terms of this agreement, will be prepared and provided to the Agency to allow deviation in planned expenditures. No deviation in planned expenditures of Community Development supplemental funds may be made without prior authorization by City of Huntsville.

b. Change in project Description - After implementation, it may also be determined that the scope of work or services required in the agreement between City of Huntsville and the Agency are unrealistic. In this instance, the Agency will submit to City of Huntsville an outline of the suggested change together with adequate justification of the reasons therefore. The City of Huntsville will, after appropriate investigation, determine if the suggested change will best serve the

interests of the program. Upon receiving written approval from City of Huntsville, the Agency may proceed to implement the change and prepare any necessary modifications or alterations to data which are to be supplied to City of Huntsville in periodic reports.

16. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under the terms of this agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office, in accordance with the provisions of the Hatch Act.

17. Lobbying Certification. The Agency certifies, to the best of his or her knowledge and belief, that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

    c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Compliance with this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

18. Religious Activity Prohibited. All funds provided directly or indirectly will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

19. Conflict of Interest.

    a. Interest of Members of City - No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and implementation of the Program, or any other person who exercises any functions

or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this agreement, and the Agency shall take appropriate steps to assure compliance.

b. Interest of Agency and Employees - The Agency covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of his or her services hereunder. The Agency further covenants that in the performance of this agreement, no person having any conflicting interest shall be employed. Any interest on the part of the Agency or its employees must be disclosed to City of Huntsville.

c. Neither the Community Development Program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent in contravention of Chapter 15 of Title 5, United States Code.

20. Audits. The Agency will be subject to periodic audit by City of Huntsville and an independent certified public accountant employed by City of Huntsville for that purpose. The audit of Federal funds will be made in accordance with OMB Circular A 133 during the regular auditing cycle.

21. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this agreement shall be as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party hereto, this agreement shall forthwith be physically amended to make such insertion or correction.

22. Agency shall indemnify City. The Agency shall at all times indemnify and save harmless the City of Huntsville, its agents, officers and employees, against all liability, claim, cost or damage, including attorney fees, arising from the performance of this agreement, or any subsequent agreement in conjunction herewith.

23. Program Income. In accordance with 24 CFR Part 570 as published in 53 FR34437 dated 9-6-88, the Agency shall comply with program income requirements set forth in 24 CFR 570.504 (c). Program income shall be returned to the city. All provisions of this written agreement shall apply to any activities undertaken with program income received by the Agency during the performance of this contract. Any program income on hand when the agreement expires, or received after such expiration, shall be paid to the City.

24. Other program requirements. In accordance with 24 CFR Part 570 (53 FR 34437 dated 9-6-88), the Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of these regulations, except that:

a. The Agency does not assume the City's environmental responsibilities described at 570.604; and

b. The Agency does not assume the City's responsibility for initiating the review

process under Executive Order 12372.

25. The Agency does not assume the City of Huntsville's environmental responsibilities described at 570.604.

26. Reversion of Assets. Upon expiration of this agreement, the Agency shall transfer to City of Huntsville any funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. The Agency shall ensure that any real property under its control that was acquired or improved in whole or in part with ESG funds in excess of $25,000 is either:

    a. Used to meet one of the national objectives in 570.901 until five years after expiration of this agreement, or such longer period of time as determined appropriate by City of Huntsville; or

    b. Is disposed of in a manner which results in City of Huntsville being reimbursed in the amount of the value of property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (a) above

27. Definitions.

    a. Agency - an entity, whether public or private, which has the responsibility for administering a project or activity under the terms of the Housing and Community Development Act of 1974, and which is a party to this agreement.

    b. City of Huntsville - The City of Huntsville, Alabama, a municipal Corporation, acting by and through the Community Development Division.

    c. Contractor - an entity, other than an Agency (except as noted in the Labor Standards Provisions) that furnishes to the City or to an Agency services (other than standard commercial supplies, 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 - The Community Development Block Grant Program as approved by HUD and as amended from time to time.

    f. City - The City of Huntsville, Alabama, a municipal Corporation, or 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 Agency have executed this Agreement on this the 9th day of March, 2023.

CITY OF HUNTSVILLE

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards, Interim City Clerk-Treasurer
City of Huntsville, Alabama

First Stop, Inc.,

By: _____
Its President

ATTEST:

By: _____
First Stop Inc.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-044

Department: Community Development

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and Family Services Center, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.

Type of Document: Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 35,000.00

Grant Title - CFDA or granting Agency: ESG - ADECA

Resolution #: NA

Location: (list below)

Address: 4092 South Memorial Parkway, Suite 205, Huntsville, AL 35802
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Agreement between the City and FSC for the use the ADECA FY 2022 ESG funds.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2656

Department: Community Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and Family Services Center, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.

Type of Document: Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 35,000.00

Grant Title - CFDA or granting Agency: ESG - ADECA

Resolution #: NA

Location: (list below)

Address: 4092 South Memorial Parkway, Suite 205, Huntsville, AL 35802
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Agreement between the City and FSC for the use the ADECA FY 2022 ESG funds.

RESOLUTION NO. 23-

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) notified the City of Huntsville, Alabama of a grant award for FY 22 Emergency Solutions Grant funds known as HESG-22-012; and,

WHEREAS, The City is therefore required to enter into a contract agreement with a non- profit agency, which provides services to the homeless to assure ADECA that all conditions of the grant agreement between ADECA and the City is satisfied.

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 Family Services Center, Inc., said contract being substantially similar in words and figures to that document identified as "Agreement between the City of Huntsville, Alabama and Family Services Center, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds," consisting of seventeen (17) pages, and the date of March 9, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of Huntsville,
Alabama

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND FAMILY SERVICES CENTER, INC."

THIS AGREEMENT, entered into this the 9th day of March, 2023, by and between the City of Huntsville Alabama, and hereinafter referred to as the City, and Family Service Center, Inc., hereinafter referred to as the Agency.

WHEREAS, the City received a grant under the 2022 Emergency Solutions Grant Program from the Alabama Department of Economic and Community Affairs (ADECA), known as Grant No. HESG-22-012.

WHEREAS, the City desires to engage the Agency to render certain services in connection therewith:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. PROGRAM DESCRIPTION. The Agency shall operate a program which provides emergency/transitional housing for approximately 15-20 homeless families. The program shall include housing, supportive and essential services. The City shall provide **$35,000.00** in Emergency Solutions Grant (ESG) funds to the Agency. Funds shall be expended as described in Part V of this Agreement. The Agency will provide for the administration of the program for the terms of this agreement.

II. PROJECT LOCATION. The Agency's administrative office and project site are located in Huntsville, Alabama. All records related to the program shall be maintained at the Agency's office. The mailing address of the Agency is 4092 South Memorial Parkway, Suite 205, Huntsville, Alabama 35802.

III. SERVICES TO BE PROVIDED. The Agency shall, in a satisfactory and proper manner, as determined by the City of Huntsville, perform the following services:

A. OPERATIONS. The Agency shall operate a program, which will provide emergency shelter and essential services to homeless persons. Eligible operating expenses for ESG funds are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Eligible essential services expenses for ESG funds are the cost of case management, childcare, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment, and transportation services.

B. HOMELESS ASSISTANCE. Provide assistance to homeless clients in obtaining appropriate supportive services, including permanent housing, physical health treatment, counseling for achieving independent living and other community, state, and federal assistance, which may be available.

President of the City Council of the
City of Huntsville, Alabama
Date: March 9, 2023

C. HOMELESS. As described in the preamble of the Final Rule Defining Homeless, the final rule establishes four categories of homelessness. These categories are:

i. Individuals and families who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or a place not meant for human habitation immediately before entering that institution;

ii. Individuals and families who will imminently lose their primary nighttime residence;

iii. Unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes who do not otherwise qualify as homeless under this definition; or

iv. Individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

D. CONTINUUM OF CARE. In support of the Agency's commitment to the continuum of care strategy in the community, an agency representative will attend scheduled meetings of AL-503 Huntsville/ North Alabama Continuum of Care, participate in Coordinated Entry, and enter data and referrals in the Homeless Management Information System (HMIS).

IV. TIME OF PERFORMANCE. The service of the Agency shall be undertaken beginning on **March 9, 2023** and be completed by **March 31, 2024**. All funds must be obligated, expended and the matching requirement met by **March 31, 2024**.

V. COMPENSATION AND METHOD OF PAYMENT. It is the policy of HUD and the City of Huntsville that funds are only made available to the Agency on a reimbursable basis. A Request for Payment which is supported by evidence that the services have actually been performed, expenses incurred and a description of the work activity accomplished must be submitted from the Agency to the City of Huntsville prior to the **5th day of each month**. The Agency is subject to a loss of a portion of its funds for non-compliance. After receipt of City of Huntsville funds, the Agency shall make payment of any unpaid expenses to the vendor(s) and/or employee(s) indicated in the request for funds within two (2) working days from the date of the deposit of funds by the Agency. It is understood that in no event should the total compensation be paid hereunder exceed the maximum sum of **$35,000.00** for all services required hereunder. Furthermore, if any "program income" is generated by the Agency, it shall be returned to the City of Huntsville. Funds shall be expended as delineated in the budget below:

COST CATEGORY		
ACCOUNT #	**ACCOUNT NAME**	**AMOUNT**
HESG-515340	Special Activities-Shelter Operations & Essential Services	$35,000.00
	TOTAL	**$35,000.00**

VI. REPORTS, REPORT CONTROL AND CONTROL INFORMATION

A. Reports related to this project is maintained by the Agency as a permanent, separate, identifiable file subject to periodic audits by the City of Huntsville, the Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives.

B. A written monthly report reflecting the Agency's operations will be submitted by the Agency to the City of Huntsville no later than the **fifth (5th) calendar day of each month**.

C. All Agency staff employment funded in whole or in part with Emergency Solutions Grant (ESG) funds shall reported on a monthly basis to Community Development by the provision of weekly time sheets, signed by each staff person and the supervisor. These records shall also be necessary if the salary of any staff person is used as evidence of a match for ESG funds.

D. All forms bearing a Community Development Form Number (Community Development Division Forms) will be provided by the City of Huntsville.

E. Upon execution of this contract, the Agency shall designate those members of the Agency staff who will be responsible to the City of Huntsville for Agency reports. All Agency contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.

F. The City of Huntsville will inventory and examine Agency 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 Agency reporting under the terms of this contract. The City of Huntsville shall respond to any report deficiency or delinquency with a letter citing the applicable report deficiency or delinquency.

G. General Report Provisions:

i. Data requirements, reporting format, and submission times will be specified by the City of Huntsville for all reporting.

ii. From time to time, as the City of Huntsville may determine, data in addition to that specifically required of the Agency in support of planning and/or evaluation.

iii. The City of Huntsville will make the final determination regarding delinquent or deficient reports, and generally, regarding any matter of report provisions where interpretation may be required.

iv. No exception will be made to any part of these report provisions unless the exception is made in writing by the City of Huntsville.

v. Non-compliance with these provisions regarding reporting will be considered sufficient cause for termination of contract.

VII. ITEMS OF UNDERSTANDING:

A. Personnel Policy: It is mutually understood that policies governing personnel shall be written in conformance with Part II, Terms and Conditions entitled "Nondiscrimination".

B. Federal Funds: It is mutually understood by the parties hereto that the funds provided hereunder by ADECA are Federal funds and are provided by the Department of Housing and Urban Development (HUD).

C. Matching Funds: It is further understood that in order to obtain these funds, the Agency must provide local matching funds in an amount equal to the grant. Matching funds shall be "in-kind" or in cash. The Match sources shall include time sheets for staff involved in the operation of the shelter. Eligibility of the submitted match records will be determined by City of Huntsville.

VIII. BIDS AND CONTRACT AWARD PROCEDURES

Bids and contract awards for work to be accomplished will be done in accordance with Part II, "Terms and Conditions" which form a part of this contract.

IX. CONFLICT OF INTEREST

The Agency shall maintain a code or standards of conduct that shall govern the performance of its officers, employees 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 Agency's officers, employees 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 Agency's officers, employees or agents.

X. FINANCIAL MANAGEMENT STANDARDS

The Agency's financial management systems shall provide for:

i. 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 agency requires reporting on an accrual basis, the recipient 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.

ii. 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.

iii. Effective control over and accountability for all funds, property and other assets. Recipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

iv. Comparison of actual outlays with budget amounts for each grant or other agreement. Whenever appropriate or required by Federal sponsoring agency, financial information should be related to performance and unit cost data.

v. Procedures to minimize the time elapsing between the transfer of funds from the City by City of Huntsville and the disbursement by the Agency whenever funds are advanced.

vi. Procedures for determining the reasonableness, allowability and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.

vii. Accounting records that are supported by source documentation.

viii. 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.

XI. TERMS AND CONDITIONS. This Agreement is subject to and incorporates the provisions of Part II, "Terms and Conditions" which form a part of this contract.

PART II
AGENCY TERMS AND CONDITIONS

City of Huntsville and AGENCY hereby agree:

1. News Media. Any publicity given to the project herein concerned shall recognize the City of Huntsville and the U.S. Department of Housing and Urban Development.

2. Changes. Any changes in the scope of services of the Agency to be performed hereunder by any party hereto, including any increase or decrease in the amount of consideration, must have prior approval from City of Huntsville and must be incorporated by a written agreement modifying the terms of this agreement.

3. Findings Confidential. All audit findings, reports, studies, and any other information or data prepared or assembled by the Agency under the terms of this agreement are confidential in nature, and the Agency agrees that they shall not be made available to any individual or organization, other than to an agency of the United States Government, without the prior written approval of City of Huntsville.

4. Termination of Agreement for Cause:

    a. In accordance with 24 CFR 85.43, if the Agency shall fail to fulfill its obligations under the terms of this agreement in a timely and proper manner, or if the Agency shall violate any of the covenants, terms, or stipulations of this agreement, City of Huntsville shall thereupon have the right to terminate this agreement by giving written notice to the Agency of such termination, which notice shall specify the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Agency under the terms of this agreement shall, at the option of City of Huntsville, become the property of City of Huntsville, and the Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the terms of this agreement.

    b. In the event of termination of this agreement under the terms of paragraph 4. A, above, or any other lawful termination of this agreement, City of Huntsville shall have the right to withhold any payments to the Agency pending determination of compensation due the Agency for work satisfactorily completed.

5. Termination of Agreement for Convenience. In accordance with 24 CFR 85.44, CITY OF HUNTSVILLE may terminate this agreement at any time by giving at least ten (10) days' notice in writing to the Agency. If the agreement is terminated by CITY OF HUNTSVILLE as provided herein, total consideration due the agency shall bear the same ratio to the total consideration called for in this agreement as the services actually performed by the Agency bear to the services called for in this agreement. If, however, less than sixty (60) per cent of the services required under the terms of this agreement have been performed upon the effective date of such termination, the Agency shall be reimbursed such actual expenses incurred by the Agency which are directly attributable

to the uncompleted services required under the terms of this agreement. If this agreement is terminated through fault of the Agency, Paragraph 4 hereof, relative to termination for cause, shall apply.

6. Contractual Noncompliance. Noncompliance with any and/or all part(s) of this contract, grant, loan or agreement, as determined by the Community Development Division (or representatives of the City of Huntsville, may result in the disallowance of costs ... thereby requiring the immediate payback of Federal funds by the Agency to City of Huntsville 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 three (3) years after the contract expiration date.

7. Procurement Standards. The Agency shall establish procedures for the procurement of supplies, equipment, construction and other services, with Federal funds. Such procedures shall be consistent with the following:

    a. No employee, officer, or agent of the Agency shall participate in the selection, award, or administration of any contract in which Federal funds are used, if he, his immediate family, or partner has a financial interest in such contract, or if he, his immediate family or partner has a financial interest in any organization which has a financial interest in said contract. The Agency's officers, employees and agents shall neither solicit, nor accept, gratuities, favors, or anything of monetary value from contractors or potential contractors. The Agency shall provide for appropriate disciplinary action to be taken if any officer, employee, or agent should violate the terms of this paragraph.

    b. All procurement transactions shall be conducted in a manner to provide, to the maximum extent feasible, open and free competition. Awards shall be made to the bidder or offer or whose bid or offer is responsive to the solicitation, and whose bid is most advantageous to the Agency.

    c. The Agency shall establish procurement procedures which provide for, at a minimum, the following procedural requirements:

        i. Proposed procurement actions shall follow a procedure to avoid purchasing unnecessary or duplicate items.

        ii. Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition.

        iii. Positive efforts shall be made by the Agency to utilize small business and minority-owned business sources of supplies and services.

        iv. The type of procuring instrument used, e.g., fixed price contract, cost reimbursable contract, purchase order, or incentive contract, shall be

determined by the Agency, but must be appropriate for the particular procurement and for promoting the best interest of the program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

v. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources.

vi. All proposed sole source contracts, or contracts in which only one bid or proposal is received, shall be subject to prior approval by City of Huntsville.

vii. Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts.

viii. Procurement records and files for purchases shall include the following:
1. Basis for contractor selection or rejection;
2. Justification for lack of competition when competitive bids or offers are not obtained;
3. Basis for award cost or contract price;
4. Rationale for method of procurement; and
5. Selection of contract type.

8. Property Records. A record shall be maintained for each item of non-expendable property required for the program. Non-expendable property is property which will not be consumed or lose its identity by being incorporated into another item of property, which costs fifty dollars ($50.00) or more per unit and which is expected to have a useful life of one year or more. Grouping like items such as chairs, with an aggregate cost in excess of fifty dollars ($50.00) shall also be controlled and accounted for as non-expendable property even though the cost of a single item is less than fifty dollars ($50.00). The record shall include; (a) a description of the item of property, including model and serial numbers, if applicable; (b) date of acquisition; (c) the acquisition cost or assigned value to the program; and, (d) location of the item.

9. Compliance with Laws, Rules, and Regulations. The Agency shall comply with all applicable laws, ordinances and Codes of the Federal, State, and local governments, including, but not limited to compliance with the following:

a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88 352; 42 U.S.C. 2000d et seq);

b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90 284; 42 U.S.C. 3601 et seq);

c. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, as supplemented in Department of Labor Regulations (41 CPR, Part 60).

d. Executive Order 11063 (24 CFR, Part 107) which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin.

e. Age Discrimination Act of 1975 (42 U.S.C. 6101 6107).

f. Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination against handicapped individuals.

g. Executive Orders - 11625, 12432 and 12138, encouraging the use of minority and women's business enterprises.

h. Requirements and Standards of OMB Circular No. A 122, entitled "Cost Principles for Nonprofit Organizations".

i. Monitoring Requirements. City of Huntsville is responsible for managing the day-to-day operations of sub-grantee activities. City of Huntsville will monitor the Agency's activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. City of Huntsville monitoring will cover each program, function or activity. Federal agencies may also make site visits as warranted by program needs

10. Nondiscrimination.

a. Discrimination Prohibited - Section 504 of the Rehabilitation Act of 1973, as amended, requires that no otherwise qualified individual in the United States shall on the grounds of race, color, national origin, sex or 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 which includes any programs funded in whole or in part with Community Development funds. The Agency shall make known that the use of the facilities and services is available to all on a nondiscriminatory basis. For purposes of this section, “Program or activity" is defined as any function conducted by the Agency, or by any unit of government or private contractor receiving Community Development funds or loans from the Agency. "Funded in whole or in part with Community Development funds" means that Community Development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred to the Agency and disbursed in a program or activity.

b. During the performance of this project, the Agency agrees as follows:

i. The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or age.

iii. The Agency, if applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising that the said labor union or workers' representatives of the Agency's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The Agency will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

v. The Agency will furnish all information and reports required by Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60), or pursuant thereto, and will permit access to its books, records, and accounts by the Secretary of Labor and the Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

vi. In the event of the Agency's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or orders, this agreement may be canceled, terminated, or suspended in whole or in part, and the Agency may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

vii. The Agency will include Section 10.A. " Nondiscrimination" and the provisions of paragraph 10.B.(1) through 10.B.(7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontractor or vendor. The Agency will take such action with respect to any subcontract or purchase order as City of Huntsville may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by City of Huntsville, the Agency may request the United States to enter into such litigation to protect the interest of the United States.

c. "Section 3" Clause. Every contracting party, contractor, and subcontractor shall incorporate in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

i. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

ii. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

iii. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iv. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 570.607 (b). The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570.607 (b) and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of the ability to comply with the requirements of these regulations.

v. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant for or recipient of such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, its subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 570.607 (b).

11. Community Development funds disbursed by the City of Huntsville to the Agency shall:

    a. Be used only for the purpose of the project.

    b. Not be used to advance funds to any individual or organization, other than for authorized travel advances for travel outside the metropolitan area.

    c. Not be used to advance funds for any other purposes, programs, or activities which are being carried out by the Agency at the same time it is performing services for City of Huntsville under the terms of this agreement.

12. Requests for Payment. Upon request by City of Huntsville, the Agency shall submit to City of Huntsville copies of invoices and/or other source documents supporting all project expenditures outlined in the Request for Payment or Reimbursement.

13. Documentation and Record Keeping.

    a. The Agency shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities funded under this agreement. Such record shall include but are not limited to:

        i. Records providing a full description of each activity undertaken.

ii. Records demonstrating that each activity undertaken meet one of the national objections.

iii. Records required to determine the eligibility of activities.

iv. Financial records as required by 24 CFR Part 570.502, and Circular A-110.

v. Other records necessary to document compliance.

b. The Agency shall retain all records and supporting documentation applicable to a project with City of Huntsville for a period of three (3) years after the receipt of final payment from City of Huntsville and after all other pending matters are closed. All such records shall be made readily available, upon request, for inspection or audit by the representatives of City of Huntsville, the Secretary of the U.S. Department of Housing and Urban Development, and/or the Comptroller General of the United States. In the event of the Agency's going out of existence, the records relating to the City of Huntsville project will be turned over to City of Huntsville for retention.

14. Subcontracts. None of the work or services included in a contract between the Agency and City of Huntsville shall be subcontracted without the prior written approval of City of Huntsville. Any work or services subcontracted will be specified by written agreement and shall be subject to each provision of the agreement between the Agency and City of Huntsville. Any construction work or services to be subcontracted will be specified by written agreement, only after written approval of City of Huntsville, and shall be subject to all of the provisions of "Part II, Terms and Conditions, Construction Contracts", which will be made a part of each subcontract.

15. Changes.

a. Budget Revisions - Once a project is implemented, it may be determined that the cost of the line items in the budget should be changed or modified based on realistic needs. In this case, the Agency will prepare and submit a revised budget to City of Huntsville for approval. Once the revision is approved, a contract change order, which shall constitute a written agreement modifying the terms of this agreement, will be prepared and provided to the Agency to allow deviation in planned expenditures. No deviation in planned expenditures of Community Development supplemental funds may be made without prior authorization by City of Huntsville.

b. Change in project Description - After implementation, it may also be determined that the scope of work or services required in the agreement between City of Huntsville and the Agency are unrealistic. In this instance, the Agency will submit to City of Huntsville an outline of the suggested change together with adequate justification of the reasons therefore. The City of Huntsville will, after appropriate investigation, determine if the suggested change will best serve the

interests of the program. Upon receiving written approval from City of Huntsville, the Agency may proceed to implement the change and prepare any necessary modifications or alterations to data which are to be supplied to City of Huntsville in periodic reports.

16. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under the terms of this agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office, in accordance with the provisions of the Hatch Act.

17. Lobbying Certification. The Agency certifies, to the best of his or her knowledge and belief, that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

    c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Compliance with this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

18. Religious Activity Prohibited. All funds provided directly or indirectly will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

19. Conflict of Interest.

    a. Interest of Members of City - No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and implementation of the Program, or any other person who exercises any functions

or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this agreement, and the Agency shall take appropriate steps to assure compliance.

b. Interest of Agency and Employees - The Agency covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of his or her services hereunder. The Agency further covenants that in the performance of this agreement, no person having any conflicting interest shall be employed. Any interest on the part of the Agency or its employees must be disclosed to City of Huntsville.

c. Neither the Community Development Program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent in contravention of Chapter 15 of Title 5, United States Code.

20. Audits. The Agency will be subject to periodic audit by City of Huntsville and an independent certified public accountant employed by City of Huntsville for that purpose. The audit of Federal funds will be made in accordance with OMB Circular A 133 during the regular auditing cycle.

21. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this agreement shall be as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party hereto, this agreement shall forthwith be physically amended to make such insertion or correction.

22. Agency shall indemnify City. The Agency shall at all times indemnify and save harmless the City of Huntsville, its agents, officers and employees, against all liability, claim, cost or damage, including attorney fees, arising from the performance of this agreement, or any subsequent agreement in conjunction herewith.

23. Program Income. In accordance with 24 CFR Part 570 as published in 53 FR34437 dated 9-6-88, the Agency shall comply with program income requirements set forth in 24 CFR 570.504 (c). Program income shall be returned to the city. All provisions of this written agreement shall apply to any activities undertaken with program income received by the Agency during the performance of this contract. Any program income on hand when the agreement expires, or received after such expiration, shall be paid to the City.

24. Other program requirements. In accordance with 24 CFR Part 570 (53 FR 34437 dated 9-6-88), the Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of these regulations, except that:

a. The Agency does not assume the City's environmental responsibilities described at 570.604; and

b. The Agency does not assume the City's responsibility for initiating the review process under Executive Order 12372.

25. The Agency does not assume the City of Huntsville's environmental responsibilities described at 570.604.

26. Reversion of Assets. Upon expiration of this agreement, the Agency shall transfer to City of Huntsville any funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. The Agency shall ensure that any real property under its control that was acquired or improved in whole or in part with ESG funds in excess of $25,000 is either:

a. Used to meet one of the national objectives in 570.901 until five years after expiration of this agreement, or such longer period of time as determined appropriate by City of Huntsville; or

b. Is disposed of in a manner which results in City of Huntsville being reimbursed in the amount of the value of property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (a) above

27. Definitions.

a. Agency - an entity, whether public or private, which has the responsibility for administering a project or activity under the terms of the Housing and Community Development Act of 1974, and which is a party to this agreement.

b. City of Huntsville - The City of Huntsville, Alabama, a municipal Corporation, acting by and through the Community Development Division.

c. Contractor - an entity, other than an Agency (except as noted in the Labor Standards Provisions) that furnishes to the City or to an Agency services (other than standard commercial supplies, 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 - The Community Development Block Grant Program as approved by HUD and as amended from time to time.

f. City - The City of Huntsville, Alabama, a municipal Corporation, or 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 Agency have executed this Agreement on this the 9th day of March, 2023.

CITY OF HUNTSVILLE

_____
Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards, Interim City Clerk-Treasurer
City of Huntsville, Alabama

Family Services Center, Inc.,
an Alabama Non-Profit Corporation

By: _____
Its President

ATTEST:
By: _____
Family Services Center, Inc.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-045

Department: Community Development

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and New Futures, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.

Type of Document: Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 35,000.00

Grant Title - CFDA or granting Agency: ESG - ADECA

Resolution #: NA

Location: (list below)

Address: 3419 Venona Ave NW, Huntsville, AL 35810
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Agreement between the City and New Futures for the use of ADECA FY 2022 ESG funds.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2657

Department: Community Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and New Futures, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.

Type of Document: Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 35,000.00

Grant Title - CFDA or granting Agency: ESG - ADECA

Resolution #: NA

Location: (list below)

Address: 3419 Venona Ave NW, Huntsville, AL 35810
District: District 1 ☒ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
Agreement between the City and New Futures for the use of ADECA FY 2022 ESG funds.

RESOLUTION NO. 23-

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) notified the City of Huntsville, Alabama of a grant award for FY 22 Emergency Solutions Grant funds known as HESG-22-012; and,

WHEREAS, The City is therefore required to enter into a contract agreement with a non- profit agency, which provides services to the homeless to assure ADECA that all conditions of the grant agreement between ADECA and the City is satisfied.

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 New Futures, Inc., said contract being substantially similar in words and figures to that document identified as "Agreement between the City of Huntsville, Alabama and New Futures, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds," consisting of seventeen (17) pages, and the date of March 9, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 9th day of March, 2023.

_____

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

APPROVED this the 9th day of March, 2023.

_____

Mayor of the City of Huntsville,
Alabama

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND NEW FUTURES, INC."

THIS AGREEMENT, entered into this the 9th day of March, 2023, by and between the City of Huntsville Alabama, and hereinafter referred to as the City, and New Futures, Inc., hereinafter referred to as the Agency.

WHEREAS, the City received a grant under the 2022 Emergency Solutions Grant Program from the Alabama Department of Economic and Community Affairs (ADECA), known as Grant No. HESG-22-012.

WHEREAS, the City desires to engage the Agency to render certain services in connection therewith:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. PROGRAM DESCRIPTION. The Agency shall operate an emergency shelter and provide essential services to homeless families. New Futures, Inc. is designed to support long term emergency shelter that will encourage clients to become independent, self-reliant and have a positive perspective regarding their future. New Futures, Inc. anticipates serving 35-50 families for up to 24 months. The City shall provide **$35,000.00** in Emergency Solutions Grant funds to the Agency for the operation of an emergency shelter program. Funds shall be expended as described in Part V of this Agreement. The Agency will provide for the administration of the program for the term of this Agreement.

II. PROJECT LOCATION. The Agency's administrative office and project site are located in Huntsville, Alabama. All records related to the program shall be maintained at the Agency's office. The mailing address of the Agency is 3419 Venona Ave NW, Huntsville, AL 35810

III. SERVICES TO BE PROVIDED. The Agency shall, in a satisfactory and proper manner, as determined by the City of Huntsville, perform the following services:

a. OPERATIONS. The Agency shall operate an emergency shelter and provide essential services to homeless families. New Futures, Inc. is designed to support long term emergency shelter that will encourage clients to become independent, self-reliant and have a positive perspective regarding their future. New Futures, Inc. anticipates serving 35-50 homeless mothers and their children for up to 24 months. The City shall provide **$35,000.00** in Emergency Solutions Grant funds to the Agency for the operation of an emergency shelter program. Funds shall be expended as described in Part V of this Agreement. The Agency will provide for the administration of the program for the term of this Agreement.

President of the City Council of the
City of Huntsville, Alabama
Date: March 9, 2023

b. HOMELESS ASSISTANCE. The program shall assist 35-50 famlies on an annual basis with services and/or referrals to other homeless service providers. Specific services provided shall include, initial intake and assessment, food legal assistance, job training and educational classes

c. HOMELESS. As described in the preamble of the Final Rule Defining Homeless, the final rule establishes four categories of homelessness. These categories are:

i. Individuals and families who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or a place not meant for human habitation immediately before entering that institution;

ii. Individuals and families who will imminently lose their primary nighttime residence;

iii. Unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes who do not otherwise qualify as homeless under this definition; or

iv. Individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

d. CONTINUUM OF CARE. In support of the Agency's commitment to the continuum of care strategy in the community, an agency representative will attend scheduled meetings of AL-503 Huntsville/ North Alabama Continuum of Care, participate in Coordinated Entry, and enter data and referrals in the Homeless Management Information System (HMIS).

IV. TIME OF PERFORMANCE. The service of the Agency shall be undertaken beginning on **March 9, 2023** and be completed by **March 31, 2024**. All funds must be obligated, expended and the matching requirement met by **March 31, 2024**.

V. COMPENSATION AND METHOD OF PAYMENT. It is the policy of HUD and the City of Huntsville that funds are only made available to the Agency on a reimbursable basis. A Request for Payment which is supported by evidence that the services have actually been performed, expenses incurred and a description of the work activity accomplished must be submitted from the Agency to the City of Huntsville prior to the **5th day of each month.** The Agency is subject to a loss of a portion of its funds for non-compliance. After receipt of City of Huntsville funds, the Agency shall make payment of any unpaid expenses to the vendor(s) and/or employee(s) indicated in the request for funds within two (2) working days from the date of the deposit of funds by the Agency. It is understood that in no event should the total compensation be paid hereunder exceed the maximum sum of **$35,000.00** for all services required hereunder. Furthermore, if any

"program income" is generated by the Agency, it shall be returned to the City of Huntsville. Funds shall be expended as delineated in the budget below:

COST CATEGORY		
ACCOUNT #	**ACCOUNT NAME**	**AMOUNT**
HESG-515340	Special Activities- Emergency Shelter	$35,000.00
	TOTAL	**$35,000.00**

VI. REPORTS, REPORT CONTROL AND CONTROL INFORMATION

a. Reports related to this project is maintained by the Agency as a permanent, separate, identifiable file subject to periodic audits by the City of Huntsville, the Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives.

b. A written monthly report reflecting the Agency's operations will be submitted by the Agency to the City of Huntsville no later than the **fifth (5th) calendar day of each month**.

c. All Agency staff employment funded in whole or in part with Emergency Solutions Grant (ESG) funds shall reported on a monthly basis to Community Development by the provision of weekly time sheets, signed by each staff person and the supervisor. These records shall also be necessary if the salary of any staff person is used as evidence of a match for ESG funds.

d. All forms bearing a Community Development Form Number (Community Development Division Forms) will be provided by the City of Huntsville.

e. Upon execution of this contract, the Agency shall designate those members of the Agency staff who will be responsible to the City of Huntsville for Agency reports. All Agency contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.

f. The City of Huntsville will inventory and examine Agency 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 Agency reporting under the terms of this contract. The City of Huntsville shall respond to any report deficiency or delinquency with a letter citing the applicable report deficiency or delinquency.

g. General Report Provisions:

i. Data requirements, reporting format, and submission times will be specified by the City of Huntsville for all reporting.

ii. From time to time, as the City of Huntsville may determine, data in addition to that specifically required of the Agency in support of planning and/or evaluation.

iii. The City of Huntsville will make the final determination regarding delinquent or deficient reports, and generally, regarding any matter of report provisions where interpretation may be required.

iv. No exception will be made to any part of these report provisions unless the exception is made in writing by the City of Huntsville.

v. Non-compliance with these provisions regarding reporting will be considered sufficient cause for termination of contract.

VII. ITEMS OF UNDERSTANDING:

a. Personnel Policy: It is mutually understood that policies governing personnel shall be written in conformance with Part II, Terms and Conditions entitled "Nondiscrimination".

b. Federal Funds: It is mutually understood by the parties hereto that the funds provided hereunder by ADECA are Federal funds and are provided by the Department of Housing and Urban Development (HUD).

c. Matching Funds: It is further understood that in order to obtain these funds, the Agency must provide local matching funds in an amount equal to the grant. Matching funds shall be "in-kind" or in cash. The Match sources shall include time sheets for staff involved in the operation of the shelter. Eligibility of the submitted match records will be determined by City of Huntsville.

VIII. BIDS AND CONTRACT AWARD PROCEDURES

Bids and contract awards for work to be accomplished will be done in accordance with Part II, "Terms and Conditions" which form a part of this contract.

IX. CONFLICT OF INTEREST

The Agency shall maintain a code or standards of conduct that shall govern the performance of its officers, employees 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 Agency's officers, employees 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 Agency's officers, employees or agents.

X. FINANCIAL MANAGEMENT STANDARDS

The Agency'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 agency requires reporting on an accrual basis, the recipient 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. Recipients 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 agency, financial information should be related to performance and unit cost data.

e. Procedures to minimize the time elapsing between the transfer of funds from the City by City of Huntsville and the disbursement by the Agency whenever funds are advanced.

f. Procedures for determining the reasonableness, allowability and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.

    i. Accounting records that are supported by source documentation.

    ii. 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.

XI. TERMS AND CONDITIONS. This Agreement is subject to and incorporates the provisions of Part II, "Terms and Conditions" which form a part of this contract.

PART II
AGENCY TERMS AND CONDITIONS

City of Huntsville and AGENCY hereby agree:

1. News Media. Any publicity given to the project herein concerned shall recognize the City of Huntsville and the U.S. Department of Housing and Urban Development.

2. Changes. Any changes in the scope of services of the Agency to be performed hereunder by any party hereto, including any increase or decrease in the amount of consideration, must have prior approval from City of Huntsville and must be incorporated by a written agreement modifying the terms of this agreement.

3. Findings Confidential. All audit findings, reports, studies, and any other information or data prepared or assembled by the Agency under the terms of this agreement are confidential in nature, and the Agency agrees that they shall not be made available to any individual or organization, other than to an agency of the United States Government, without the prior written approval of City of Huntsville.

4. Termination of Agreement for Cause:

    a. In accordance with 24 CFR 85.43, if the Agency shall fail to fulfill its obligations under the terms of this agreement in a timely and proper manner, or if the Agency shall violate any of the covenants, terms, or stipulations of this agreement, City of Huntsville shall thereupon have the right to terminate this agreement by giving written notice to the Agency of such termination, which notice shall specify the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Agency under the terms of this agreement shall, at the option of City of Huntsville, become the property of City of Huntsville, and the Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the terms of this agreement.

    b. In the event of termination of this agreement under the terms of paragraph 4. A, above, or any other lawful termination of this agreement, City of Huntsville shall have the right to withhold any payments to the Agency pending determination of compensation due the Agency for work satisfactorily completed.

5. Termination of Agreement for Convenience. In accordance with 24 CFR 85.44, CITY OF HUNTSVILLE may terminate this agreement at any time by giving at least ten (10) days' notice in writing to the Agency. If the agreement is terminated by CITY OF HUNTSVILLE as provided herein, total consideration due the agency shall bear the same ratio to the total consideration called for in this agreement as the services actually performed by the Agency bear to the services called for in this agreement. If, however, less than sixty (60) per cent of the services required under the terms of this agreement have been performed upon the effective date of such termination, the Agency shall be reimbursed such actual expenses incurred by the Agency which are directly attributable

to the uncompleted services required under the terms of this agreement. If this agreement is terminated through fault of the Agency, Paragraph 4 hereof, relative to termination for cause, shall apply.

6. Contractual Noncompliance. Noncompliance with any and/or all part(s) of this contract, grant, loan or agreement, as determined by the Community Development Division (or representatives of the City of Huntsville, may result in the disallowance of costs ... thereby requiring the immediate payback of Federal funds by the Agency to City of Huntsville 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 three (3) years after the contract expiration date.

7. Procurement Standards. The Agency shall establish procedures for the procurement of supplies, equipment, construction and other services, with Federal funds. Such procedures shall be consistent with the following:

    a. No employee, officer, or agent of the Agency shall participate in the selection, award, or administration of any contract in which Federal funds are used, if he, his immediate family, or partner has a financial interest in such contract, or if he, his immediate family or partner has a financial interest in any organization which has a financial interest in said contract. The Agency's officers, employees and agents shall neither solicit, nor accept, gratuities, favors, or anything of monetary value from contractors or potential contractors. The Agency shall provide for appropriate disciplinary action to be taken if any officer, employee, or agent should violate the terms of this paragraph.

    b. All procurement transactions shall be conducted in a manner to provide, to the maximum extent feasible, open and free competition. Awards shall be made to the bidder or offer or whose bid or offer is responsive to the solicitation, and whose bid is most advantageous to the Agency.

    c. The Agency shall establish procurement procedures which provide for, at a minimum, the following procedural requirements:

        i. Proposed procurement actions shall follow a procedure to avoid purchasing unnecessary or duplicate items.

        ii. Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition.

        iii. Positive efforts shall be made by the Agency to utilize small business and minority-owned business sources of supplies and services.

        iv. The type of procuring instrument used, e.g., fixed price contract, cost reimbursable contract, purchase order, or incentive contract, shall be

determined by the Agency, but must be appropriate for the particular procurement and for promoting the best interest of the program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

v. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources.

vi. All proposed sole source contracts, or contracts in which only one bid or proposal is received, shall be subject to prior approval by City of Huntsville.

vii. Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts.

viii. Procurement records and files for purchases shall include the following:
   1. Basis for contractor selection or rejection;
   2. Justification for lack of competition when competitive bids or offers are not obtained;
   3. Basis for award cost or contract price;
   4. Rationale for method of procurement; and
   5. Selection of contract type.

8. Property Records. A record shall be maintained for each item of non-expendable property required for the program. Non-expendable property is property which will not be consumed or lose its identity by being incorporated into another item of property, which costs fifty dollars ($50.00) or more per unit and which is expected to have a useful life of one year or more. Grouping like items such as chairs, with an aggregate cost in excess of fifty dollars ($50.00) shall also be controlled and accounted for as non-expendable property even though the cost of a single item is less than fifty dollars ($50.00). The record shall include; (a) a description of the item of property, including model and serial numbers, if applicable; (b) date of acquisition; (c) the acquisition cost or assigned value to the program; and, (d) location of the item.

9. Compliance with Laws, Rules, and Regulations. The Agency shall comply with all applicable laws, ordinances and Codes of the Federal, State, and local governments, including, but not limited to compliance with the following:

   a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88 352; 42 U.S.C. 2000d et seq);

b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90 284; 42 U.S.C. 3601 et seq);

c. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, as supplemented in Department of Labor Regulations (41 CPR, Part 60).

d. Executive Order 11063 (24 CFR, Part 107) which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin.

e. Age Discrimination Act of 1975 (42 U.S.C. 6101 6107).

f. Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination against handicapped individuals.

g. Executive Orders - 11625, 12432 and 12138, encouraging the use of minority and women's business enterprises.

h. Requirements and Standards of OMB Circular No. A 122, entitled "Cost Principles for Nonprofit Organizations".

i. Monitoring Requirements. City of Huntsville is responsible for managing the day-to-day operations of sub-grantee activities. City of Huntsville will monitor the Agency's activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. City of Huntsville monitoring will cover each program, function or activity. Federal agencies may also make site visits as warranted by program needs

10. Nondiscrimination.

a. Discrimination Prohibited - Section 504 of the Rehabilitation Act of 1973, as amended, requires that no otherwise qualified individual in the United States shall on the grounds of race, color, national origin, sex or 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 which includes any programs funded in whole or in part with Community Development funds. The Agency shall make known that the use of the facilities and services is available to all on a nondiscriminatory basis. For purposes of this section, "Program or activity" is defined as any function conducted by the Agency, or by any unit of government or private contractor receiving Community Development funds or loans from the Agency. "Funded in whole or in part with Community Development funds" means that Community Development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred to the Agency and disbursed in a program or activity.

b. During the performance of this project, the Agency agrees as follows:

i. The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or age.

iii. The Agency, if applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising that the said labor union or workers' representatives of the Agency's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The Agency will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

v. The Agency will furnish all information and reports required by Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60), or pursuant thereto, and will permit access to its books, records, and accounts by the Secretary of Labor and the Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

vi. In the event of the Agency's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or orders, this agreement may be canceled, terminated, or suspended in whole or in part, and the Agency may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

vii. The Agency will include Section 10.A. " Nondiscrimination" and the provisions of paragraph 10.B.(1) through 10.B.(7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontractor or vendor. The Agency will take such action with respect to any subcontract or purchase order as City of Huntsville may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by City of Huntsville, the Agency may request the United States to enter into such litigation to protect the interest of the United States.

c. "Section 3" Clause. Every contracting party, contractor, and subcontractor shall incorporate in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

i. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

ii. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

iii. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iv. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 570.607 (b). The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570.607 (b) and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of the ability to comply with the requirements of these regulations.

v. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant for or recipient of such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, its subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 570.607 (b).

11. Community Development funds disbursed by the City of Huntsville to the Agency shall:

    a. Be used only for the purpose of the project.

    b. Not be used to advance funds to any individual or organization, other than for authorized travel advances for travel outside the metropolitan area.

    c. Not be used to advance funds for any other purposes, programs, or activities which are being carried out by the Agency at the same time it is performing services for City of Huntsville under the terms of this agreement.

12. Requests for Payment. Upon request by City of Huntsville, the Agency shall submit to City of Huntsville copies of invoices and/or other source documents supporting all project expenditures outlined in the Request for Payment or Reimbursement.

13. Documentation and Record Keeping.

    a. The Agency shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities funded under this agreement. Such record shall include but are not limited to:

        i. Records providing a full description of each activity undertaken.

ii. Records demonstrating that each activity undertaken meet one of the national objections.

iii. Records required to determine the eligibility of activities.

iv. Financial records as required by 24 CFR Part 570.502, and Circular A-110.

v. Other records necessary to document compliance.

b. The Agency shall retain all records and supporting documentation applicable to a project with City of Huntsville for a period of three (3) years after the receipt of final payment from City of Huntsville and after all other pending matters are closed. All such records shall be made readily available, upon request, for inspection or audit by the representatives of City of Huntsville, the Secretary of the U.S. Department of Housing and Urban Development, and/or the Comptroller General of the United States. In the event of the Agency's going out of existence, the records relating to the City of Huntsville project will be turned over to City of Huntsville for retention.

14. Subcontracts. None of the work or services included in a contract between the Agency and City of Huntsville shall be subcontracted without the prior written approval of City of Huntsville. Any work or services subcontracted will be specified by written agreement and shall be subject to each provision of the agreement between the Agency and City of Huntsville. Any construction work or services to be subcontracted will be specified by written agreement, only after written approval of City of Huntsville, and shall be subject to all of the provisions of "Part II, Terms and Conditions, Construction Contracts", which will be made a part of each subcontract.

15. Changes.

a. Budget Revisions - Once a project is implemented, it may be determined that the cost of the line items in the budget should be changed or modified based on realistic needs. In this case, the Agency will prepare and submit a revised budget to City of Huntsville for approval. Once the revision is approved, a contract change order, which shall constitute a written agreement modifying the terms of this agreement, will be prepared and provided to the Agency to allow deviation in planned expenditures. No deviation in planned expenditures of Community Development supplemental funds may be made without prior authorization by City of Huntsville.

b. Change in project Description - After implementation, it may also be determined that the scope of work or services required in the agreement between City of Huntsville and the Agency are unrealistic. In this instance, the Agency will submit to City of Huntsville an outline of the suggested change together with adequate justification of the reasons therefore. The City of Huntsville will, after appropriate investigation, determine if the suggested change will best serve the

interests of the program. Upon receiving written approval from City of Huntsville, the Agency may proceed to implement the change and prepare any necessary modifications or alterations to data which are to be supplied to City of Huntsville in periodic reports.

16. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under the terms of this agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office, in accordance with the provisions of the Hatch Act.

17. Lobbying Certification. The Agency certifies, to the best of his or her knowledge and belief, that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

    c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Compliance with this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

18. Religious Activity Prohibited. All funds provided directly or indirectly will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

19. Conflict of Interest.

    a. Interest of Members of City - No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and implementation of the Program, or any other person who exercises any functions

or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this agreement, and the Agency shall take appropriate steps to assure compliance.

b. Interest of Agency and Employees - The Agency covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of his or her services hereunder. The Agency further covenants that in the performance of this agreement, no person having any conflicting interest shall be employed. Any interest on the part of the Agency or its employees must be disclosed to City of Huntsville.

c. Neither the Community Development Program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent in contravention of Chapter 15 of Title 5, United States Code.

20. Audits. The Agency will be subject to periodic audit by City of Huntsville and an independent certified public accountant employed by City of Huntsville for that purpose. The audit of Federal funds will be made in accordance with OMB Circular A 133 during the regular auditing cycle.

21. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this agreement shall be as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party hereto, this agreement shall forthwith be physically amended to make such insertion or correction.

22. Agency shall indemnify City. The Agency shall at all times indemnify and save harmless the City of Huntsville, its agents, officers and employees, against all liability, claim, cost or damage, including attorney fees, arising from the performance of this agreement, or any subsequent agreement in conjunction herewith.

23. Program Income. In accordance with 24 CFR Part 570 as published in 53 FR34437 dated 9-6-88, the Agency shall comply with program income requirements set forth in 24 CFR 570.504 (c). Program income shall be returned to the city. All provisions of this written agreement shall apply to any activities undertaken with program income received by the Agency during the performance of this contract. Any program income on hand when the agreement expires, or received after such expiration, shall be paid to the City.

24. Other program requirements. In accordance with 24 CFR Part 570 (53 FR 34437 dated 9-6-88), the Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of these regulations, except that:

a. The Agency does not assume the City's environmental responsibilities described at 570.604; and

b. The Agency does not assume the City's responsibility for initiating the review process under Executive Order 12372.

25. The Agency does not assume the City of Huntsville's environmental responsibilities described at 570.604.

26. Reversion of Assets. Upon expiration of this agreement, the Agency shall transfer to City of Huntsville any funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. The Agency shall ensure that any real property under its control that was acquired or improved in whole or in part with ESG funds in excess of $25,000 is either:

a. Used to meet one of the national objectives in 570.901 until five years after expiration of this agreement, or such longer period of time as determined appropriate by City of Huntsville; or

b. Is disposed of in a manner which results in City of Huntsville being reimbursed in the amount of the value of property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (a) above

27. Definitions.

a. Agency - an entity, whether public or private, which has the responsibility for administering a project or activity under the terms of the Housing and Community Development Act of 1974, and which is a party to this agreement.

b. City of Huntsville - The City of Huntsville, Alabama, a municipal Corporation, acting by and through the Community Development Division.

c. Contractor - an entity, other than an Agency (except as noted in the Labor Standards Provisions) that furnishes to the City or to an Agency services (other than standard commercial supplies, 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 - The Community Development Block Grant Program as approved by HUD and as amended from time to time.

f. City - The City of Huntsville, Alabama, a municipal Corporation, or 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 Agency have executed this Agreement on this the 9th day of March, 2023.

CITY OF HUNTSVILLE

_____

Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____
Shaundrika Edwards, Interim City Clerk-Treasurer
City of Huntsville, Alabama

New Futures, Inc.

By: _____
Its President

ATTEST:

_____
New Futures, Inc.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-046

Department: Community Development

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, Alabama and Wellstone, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.

Type of Document: Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 25,000.00

Grant Title - CFDA or granting Agency: ESG - ADECA

Resolution #: NA

Location: (list below)

Address: 4040 Memorial Parkway SW, Huntsville, AL 35802
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Agreement between the City and Wellstone for the use of ADECA FY 2022 ESG funds.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2658

Department: Community Development

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

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville, AL and Wellstone, Inc. for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant funds.

Type of Document: Resolution No.

Finance Information:

Account Number: 515520

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 25,000.00

Grant Title - CFDA or granting Agency: ESG - ADECA

Resolution #: NA

Location: (list below)

Address: 4040 Memorial Parkway SW, Huntsville, AL 35802
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:
Agreement between the City and Wellstone for the use of ADECA FY 2022 ESG funds.

RESOLUTION NO. 23-

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) notified the City of Huntsville, Alabama of a grant award for FY 22 Emergency Solutions Grant funds known as HESG-22-012; and,

WHEREAS, The City is therefore required to enter into a contract agreement with a non- profit agency, which provides services to the homeless to assure ADECA that all conditions of the grant agreement between ADECA and the City is satisfied.

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 Wellstone, Inc., said contract being substantially similar in words and figures to that document identified as "Agreement Between the City of Huntsville, Alabama and Wellstone, Inc., for the use of Alabama Department of Economic and Community Affairs FY 2022 Emergency Solutions Grant Funds," consisting of seventeen (17) pages, and the date of March 9, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

ADOPTED this the 9th day of March, 2023.

_____

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

APPROVED this the 9th day of March, 2023.

_____

Mayor of the City of Huntsville, Alabama

"AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA AND WELLSTONE, INC."

THIS AGREEMENT, entered into this the 9th day of March, 2023, by and between the City of Huntsville Alabama, and hereinafter referred to as the City, and Wellstone Inc., hereinafter referred to as the Agency.

WHEREAS, the City received a grant under the 2022 Emergency Solutions Grant Program from the Alabama Department of Economic and Community Affairs (ADECA), known as Grant No. HESG-22-012.

WHEREAS, the City desires to engage the Agency to render certain services in connection therewith:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. PROGRAM DESCRIPTION. The Agency shall operate a program, which provides Street Outreach activities to homeless persons/families. Approximately 100 - 150 homeless persons/families shall be served. The program shall include services delivered on the street to persons living unsheltered (Street Outreach Component (24CFR §576.101)). The City shall provide **$25,000.00** in ESG funds to the Agency. These funds will provide Street Outreach funds for the program. Funds shall be expended as described in Part V of this Agreement. The Agency will provide for the administration of the program for the term of this Agreement.

II. PROJECT LOCATION. The Agency's administrative office and project site are located in Huntsville, Alabama. All records related to the program shall be maintained at the Agency's office. The mailing address of the Agency is 4040 Memorial Parkway SW, Huntsville, AL 35802.

III. CONTINUUM OF CARE AND SERVICES TO BE PROVIDED. In support of the Agency's commitment to the continuum of care strategy in the community, an agency representative will attend scheduled meetings of AL-503 Huntsville/ North Alabama Continuum of Care, participate in Coordinated Entry, and enter data and referrals in the Homeless Management Information System (HMIS).

President of City Council of the City of Huntsville, Alabama
Date: March 9, 2022

The Agency shall, in a satisfactory and proper manner, as determined by the City of Huntsville, perform the following services:

Eligible Activities	
Street Outreach Component (24CFR §576.101) Services delivered on the street to persons living unsheltered	
Engagement	Activities to locate, identify, and build relationships with **unsheltered homeless people** for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.
Case Management	Assessing housing and service needs and arranging/coordinating/monitoring the delivery of individualized services.
Emergency Health Services	Direct outpatient treatment of medical conditions by licensed medical professionals in community-based settings (e.g. streets, parks, and campgrounds) to those eligible participants for whom other appropriate health services are inaccessible or unavailable within the area.
Emergency Mental Health Services	Direct outpatient treatment of mental health conditions by licensed professionals in community-based settings (e.g. streets, parks, and campgrounds) to those eligible participants for whom other appropriate health services are inaccessible or unavailable within the area.
Transportation	Travel by outreach workers, social workers, medical professionals or other service providers during the provision of eligible street outreach services.
Services to Special Populations	Otherwise eligible Essential Services, as listed above, that have been tailored to address the special needs of homeless youth, victims of domestic violence and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless.
Hazard Pay	For staff working directly to prevent, prepare and respond to coronavirus among persons who are homeless or at-risk of homelessness. Examples under this component would be street outreach team members and staff providing essential services.

IV. TIME OF PERFORMANCE. The service of the Agency shall be undertaken beginning on **March 9, 2023** and be completed by **March 31, 2024**. All funds must be obligated, expended and the matching requirement met by **March 31, 2024**.

V. COMPENSATION AND METHOD OF PAYMENT. It is the policy of HUD and the City of Huntsville that funds are only made available to the Agency on a reimbursable basis. A Request for Payment which is supported by evidence that the services have actually been performed, expenses incurred and a description of the work activity accomplished must be submitted from the Agency to the City of Huntsville prior to the **5th day of each month**. The Agency is subject to a loss of a portion of its funds for non-compliance. After receipt of City of Huntsville funds, the Agency shall make payment of any unpaid expenses to the vendor(s) and/or employee(s) indicated in the request for funds within two (2) working days from the date of the deposit of funds by the Agency. It is understood that in no event should the total compensation be paid hereunder exceed the maximum sum of **$25,000.00** for all services required hereunder. Furthermore, if any "program income" is generated by the Agency, it shall be returned to the City of Huntsville. Funds shall be expended as delineated in the budget below:

COST CATEGORY		
ACCOUNT #	**ACCOUNT NAME**	**AMOUNT**
HESG-515370	Special Activities- Street Outreach	$25,000.00
	TOTAL	**$25,000.00**

VI. REPORTS, REPORT CONTROL AND CONTROL INFORMATION

a. Reports related to this project is maintained by the Agency as a permanent, separate, identifiable file subject to periodic audits by the City of Huntsville, the Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives.

b. A written monthly report reflecting the Agency's operations will be submitted by the Agency to the City of Huntsville no later than the **fifth (5th) calendar day of each month**.

c. All Agency staff employment funded in whole or in part with Emergency Solutions Grant (ESG) funds shall reported on a monthly basis to Community Development by the provision of weekly time sheets, signed by each staff person and the supervisor. These records shall also be necessary if the salary of any staff person is used as evidence of a match for ESG funds.

d. All forms bearing a Community Development Form Number (Community Development Division Forms) will be provided by the City of Huntsville.

e. Upon execution of this contract, the Agency shall designate those members of the Agency staff who will be responsible to the City of Huntsville for Agency reports. All Agency contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.

f. The City of Huntsville will inventory and examine Agency 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 Agency reporting under the terms of this contract. The City of Huntsville shall respond to any report deficiency or delinquency with a letter citing the applicable report deficiency or delinquency.

g. General Report Provisions:

i. Data requirements, reporting format, and submission times will be specified by the City of Huntsville for all reporting.

ii. From time to time, as the City of Huntsville may determine, data in addition to that specifically required of the Agency in support of planning and/or evaluation.

iii. The City of Huntsville will make the final determination regarding delinquent or deficient reports, and generally, regarding any matter of report provisions where interpretation may be required.

iv. No exception will be made to any part of these report provisions unless the exception is made in writing by the City of Huntsville.

v. Non-compliance with these provisions regarding reporting will be considered sufficient cause for termination of contract.

VII. ITEMS OF UNDERSTANDING:

a. Personnel Policy: It is mutually understood that policies governing personnel shall be written in conformance with Part II, Terms and Conditions entitled "Nondiscrimination".

b. Federal Funds: It is mutually understood by the parties hereto that the funds provided hereunder by ADECA are Federal funds and are provided by the Department of Housing and Urban Development (HUD).

c. Matching Funds: It is further understood that in order to obtain these funds, the Agency must provide local matching funds in an amount equal to the grant. Matching funds shall be "in-kind" or in cash. The Match sources shall include time sheets for staff involved in the operation of the shelter. Eligibility of the submitted match records will be determined by City of Huntsville.

VIII. BIDS AND CONTRACT AWARD PROCEDURES

Bids and contract awards for work to be accomplished will be done in accordance with Part II, "Terms and Conditions" which form a part of this contract.

IX. CONFLICT OF INTEREST

The Agency shall maintain a code or standards of conduct that shall govern the performance of its officers, employees 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 Agency's officers, employees 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 Agency's officers, employees or agents.

X. FINANCIAL MANAGEMENT STANDARDS

The Agency's financial management systems shall provide for:

i. 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 agency requires reporting on an accrual basis, the recipient 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.

ii. 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.

iii. Effective control over and accountability for all funds, property and other assets. Recipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

iv. Comparison of actual outlays with budget amounts for each grant or other agreement. Whenever appropriate or required by Federal sponsoring agency, financial information should be related to performance and unit cost data.

v. Procedures to minimize the time elapsing between the transfer of funds from the City by City of Huntsville and the disbursement by the Agency whenever funds are advanced.

vi. Procedures for determining the reasonableness, allowability and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.

vii. Accounting records that are supported by source documentation.

viii. 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.

XI. TERMS AND CONDITIONS. This Agreement is subject to and incorporates the provisions of Part II, "Terms and Conditions" which form a part of thiscontract.

PART II
AGENCY TERMS AND CONDITIONS

City of Huntsville and AGENCY hereby agree:

1. News Media. Any publicity given to the project herein concerned shall recognize the City of Huntsville and the U.S. Department of Housing and Urban Development.

2. Changes. Any changes in the scope of services of the Agency to be performed hereunder by any party hereto, including any increase or decrease in the amount of consideration, must have prior approval from City of Huntsville and must be incorporated by a written agreement modifying the terms of this agreement.

3. Findings Confidential. All audit findings, reports, studies, and any other information or data prepared or assembled by the Agency under the terms of this agreement are confidential in nature, and the Agency agrees that they shall not be made available to any individual or organization, other than to an agency of the United States Government, without the prior written approval of City of Huntsville.

4. Termination of Agreement for Cause:

   a. In accordance with 24 CFR 85.43, if the Agency shall fail to fulfill its obligations under the terms of this agreement in a timely and proper manner, or if the Agency shall violate any of the covenants, terms, or stipulations of this agreement, City of Huntsville shall thereupon have the right to terminate this agreement by giving written notice to the Agency of such termination, which notice shall specify the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Agency under the terms of this agreement shall, at the option of City of Huntsville, become the property of City of Huntsville, and the Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the terms of this agreement.

   b. In the event of termination of this agreement under the terms of paragraph 4. A, above, or any other lawful termination of this agreement, City of Huntsville shall have the right to withhold any payments to the Agency pending determination of compensation due the Agency for work satisfactorily completed.

5. Termination of Agreement for Convenience. In accordance with 24 CFR 85.44, CITY OF HUNTSVILLE may terminate this agreement at any time by giving at least ten (10) days' notice in writing to the Agency. If the agreement is terminated by CITY OF HUNTSVILLE as provided herein, total consideration due the agency shall bear the same ratio to the total consideration called for in this agreement as the services actually performed by the Agency bear to the services called for in this agreement. If, however, less than sixty (60) per cent of the services required under the terms of this agreement have been performed upon the effective date of such termination, the Agency shall be reimbursed such actual expenses incurred by the Agency which are directly attributable to the uncompleted services required under the terms of this agreement. If this agreement is terminated through fault of the Agency, Paragraph 4 hereof, relative to termination for cause, shall apply.

6. Contractual Noncompliance. Noncompliance with any and/or all part(s) of this contract, grant, loan or agreement, as determined by the Community Development Division (or representatives of the City of Huntsville, may result in the disallowance of costs ... thereby requiring the immediate payback of Federal funds by the Agency to City of Huntsville 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 three (3) years after the contract expiration date.

7. Procurement Standards. The Agency shall establish procedures for the procurement of supplies, equipment, construction and other services, with Federal funds. Such procedures shall be consistent with the following:

    a. No employee, officer, or agent of the Agency shall participate in the selection, award, or administration of any contract in which Federal funds are used, if he, his immediate family, or partner has a financial interest in such contract, or if he, his immediate family or partner has a financial interest in any organization which has a financial interest in said contract. The Agency's officers, employees and agents shall neither solicit, nor accept, gratuities, favors, or anything of monetary value from contractors or potential contractors. The Agency shall provide for appropriate disciplinary action to be taken if any officer, employee, or agent should violate the terms of this paragraph.

    b. All procurement transactions shall be conducted in a manner to provide, to the maximum extent feasible, open and free competition. Awards shall be made to the bidder or offer or whose bid or offer is responsive to the solicitation, and whose bid is most advantageous to the Agency.

    c. The Agency shall establish procurement procedures which provide for, at a minimum, the following procedural requirements:

        i. Proposed procurement actions shall follow a procedure to avoid purchasing unnecessary or duplicate items.

        ii. Solicitations for goods and services shall be based upon a clear and

accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition.

iii. Positive efforts shall be made by the Agency to utilize small business and minority-owned business sources of supplies and services.

iv. The type of procuring instrument used, e.g., fixed price contract, cost reimbursable contract, purchase order, or incentive contract, shall be determined by the Agency but must be appropriate for the particular procurement and for promoting the best interest of the program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

v. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources.

vi. All proposed sole source contracts, or contracts in which only one bid or proposal is received, shall be subject to prior approval by City of Huntsville.

vii. Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts.

viii. Procurement records and files for purchases shall include the following:
   1. Basis for contractor selection or rejection;
   2. Justification for lack of competition when competitive bids or offers are not obtained;
   3. Basis for award cost or contract price;
   4. Rationale for method of procurement; and
   5. Selection of contract type.

8. Property Records. A record shall be maintained for each item of non-expendable property required for the program. Non-expendable property is property which will not be consumed or lose its identity by being incorporated into another item of property, which costs fifty dollars ($50.00) or more per unit and which is expected to have a useful life of one year or more. Grouping like items such as chairs, with an aggregate cost in excess of fifty dollars ($50.00) shall also be controlled and accounted for as non-expendable property even though the cost of a single item is less than fifty dollars ($50.00). The record shall include; (a) a description of the item of property, including model and serial numbers, if applicable; (b) date of acquisition; (c) the acquisition cost or assigned value to the program; and, (d) location of the item.

9. Compliance with Laws, Rules, and Regulations. The Agency shall comply with all applicable laws, ordinances and Codes of the Federal, State, and local governments, including, but not limited to compliance with the following:

    a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88 352; 42 U.S.C. 2000d et seq);

    b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90 284; 42 U.S.C. 3601 et seq);

    c. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, as supplemented in Department of Labor Regulations (41 CPR, Part 60).

    d. Executive Order 11063 (24 CFR, Part 107) which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin.

    e. Age Discrimination Act of 1975 (42 U.S.C. 6101 6107).

    f. Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination against handicapped individuals.

    g. Executive Orders - 11625, 12432 and 12138, encouraging the use of minority and women's business enterprises.

    h. Requirements and Standards of OMB Circular No. A 122, entitled "Cost Principles for Nonprofit Organizations".

    i. Monitoring Requirements. City of Huntsville is responsible for managing the day-to-day operations of sub-grantee activities. City of Huntsville will monitor the Agency's activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. City of Huntsville monitoring will cover each program, function or activity. Federal agencies may also make site visits as warranted by program needs

10. Nondiscrimination.

    a. Discrimination Prohibited - Section 504 of the Rehabilitation Act of 1973, as amended, requires that no otherwise qualified individual in the United States shall on the grounds of race, color, national origin, sex or 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 which includes any programs funded in whole or in part with Community Development funds. The Agency shall make known that the use of the facilities and services is available to all on a nondiscriminatory basis. For purposes of this section, "Program or activity" is defined as any function conducted by the Agency, or by any unit of government or private contractor receiving Community Development funds or

loans from the Agency. "Funded in whole or in part with Community Development funds" means that Community Development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred to the Agency and disbursed in a program or activity.

b. During the performance of this project, the Agency agrees as follows:

i. The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or age.

iii. The Agency, if applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising that the said labor union or workers' representatives of the Agency's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The Agency will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

v. The Agency will furnish all information and reports required by Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60), or pursuant thereto, and will permit access to its books, records, and accounts by the Secretary of Labor and the Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

vi. In the event of the Agency's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or orders, this agreement may be canceled, terminated, or suspended in

whole or in part, and the Agency may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

vii. The Agency will include Section 10.A. " Nondiscrimination" and the provisions of paragraph 10.B.(1) through 10.B.(7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontractor or vendor. The Agency will take such action with respect to any subcontract or purchase order as City of Huntsville may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by City of Huntsville, the Agency may request the United States to enter into such litigation to protect the interest of the United States.

c. "Section 3" Clause. Every contracting party, contractor, and subcontractor shall incorporate in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

i. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

ii. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

iii. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this

Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iv. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 570.607 (b). The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570.607 (b) and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of the ability to comply with the requirements of these regulations.

v. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570.607 (b) and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant for or recipient of such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, its subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 570.607 (b).

11. Community Development funds disbursed by the City of Huntsville to the Agency shall:

    a. Be used only for the purpose of the project.

    b. Not be used to advance funds to any individual or organization, other than for authorized travel advances for travel outside the metropolitan area.

    c. Not be used to advance funds for any other purposes, programs, or activities which are being carried out by the Agency at the same time it is performing services for City of Huntsville under the terms of this agreement.

12. Requests for Payment. Upon request by City of Huntsville, the Agency shall submit to City of Huntsville copies of invoices and/or other source documents supporting all project expenditures outlined in the Request for Payment or Reimbursement.

13. Documentation and Record Keeping.

    a. The Agency shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities funded under this agreement. Such record shall include but are not limited to:

        i. Records providing a full description of each activity undertaken.

ii. Records demonstrating that each activity undertaken meet one of the national objections.

iii. Records required to determine the eligibility of activities.

iv. Financial records as required by 24 CFR Part 570.502, and Circular A-110.

v. Other records necessary to document compliance.

b. The Agency shall retain all records and supporting documentation applicable to a project with City of Huntsville for a period of three (3) years after the receipt of final payment from City of Huntsville and after all other pending matters are closed. All such records shall be made readily available, upon request, for inspection or audit by the representatives of City of Huntsville, the Secretary of the U.S. Department of Housing and Urban Development, and/or the Comptroller General of the United States. In the event of the Agency's going out of existence, the records relating to the City of Huntsville project will be turned over to City of Huntsville for retention.

14. Subcontracts. None of the work or services included in a contract between the Agency and City of Huntsville shall be subcontracted without the prior written approval of City of Huntsville. Any work or services subcontracted will be specified by written agreement and shall be subject to each provision of the agreement between the Agency and City of Huntsville. Any construction work or services to be subcontracted will be specified by written agreement, only after written approval of City of Huntsville, and shall be subject to all of the provisions of "Part II, Terms and Conditions, Construction Contracts", which will be made a part of each subcontract.

15. Changes.

a. Budget Revisions - Once a project is implemented, it may be determined that the cost of the line items in the budget should be changed or modified based on realistic needs. In this case, the Agency will prepare and submit a revised budget to City of Huntsville for approval. Once the revision is approved, a contract change order, which shall constitute a written agreement modifying the terms of this agreement, will be prepared and provided to the Agency to allow deviation in planned expenditures. No deviation in planned expenditures of Community Development supplemental funds may be made without prior authorization by City of Huntsville.

b. Change in project Description - After implementation, it may also be determined that the scope of work or services required in the agreement between City of Huntsville and the Agency are unrealistic. In this instance, the Agency will submit to City of Huntsville an outline of the suggested change together with adequate justification of the reasons therefore. The City of Huntsville will, after appropriate investigation, determine if the suggested change will best serve the

interests of the program. Upon receiving written approval from City of Huntsville, the Agency may proceed to implement the change and prepare any necessary modifications or alterations to data which are to be supplied to City of Huntsville in periodic reports.

16. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under the terms of this agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office, in accordance with the provisions of the Hatch Act.

17. Lobbying Certification. The Agency certifies, to the best of his or her knowledge and belief, that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

    c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Compliance with this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

18. Religious Activity Prohibited. All funds provided directly or indirectly will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

19. Conflict of Interest.

    a. Interest of Members of City - No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and implementation of the Program, or any other person who exercises any functions

or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this agreement, and the Agency shall take appropriate steps to assure compliance.

b. Interest of Agency and Employees - The Agency covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of his or her services hereunder. The Agency further covenants that in the performance of this agreement, no person having any conflicting interest shall be employed. Any interest on the part of the Agency or its employees must be disclosed to City of Huntsville.

c. Neither the Community Development Program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent in contravention of Chapter 15 of Title 5, United States Code.

20. Audits. The Agency will be subject to periodic audit by City of Huntsville and an independent certified public accountant employed by City of Huntsville for that purpose. The audit of Federal funds will be made in accordance with OMB Circular A 133 during the regular auditing cycle.

21. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this agreement shall be as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party hereto, this agreement shall forthwith be physically amended to make such insertion or correction.

22. Agency shall indemnify City. The Agency shall at all times indemnify and save harmless the City of Huntsville, its agents, officers and employees, against all liability, claim, cost or damage, including attorney fees, arising from the performance of this agreement, or any subsequent agreement in conjunction herewith.

23. Program Income. In accordance with 24 CFR Part 570 as published in 53 FR34437 dated 9-6-88, the Agency shall comply with program income requirements set forth in 24 CFR 570.504 (c). Program income shall be returned to the city. All provisions of this written agreement shall apply to any activities undertaken with program income received by the Agency during the performance of this contract. Any program income on hand when the agreement expires, or received after such expiration, shall be paid to the City.

24. Other program requirements. In accordance with 24 CFR Part 570 (53 FR 34437 dated 9-6-88), the Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of these regulations, except that:

a. The Agency does not assume the City's environmental responsibilities described at 570.604; and

b. The Agency does not assume the City's responsibility for initiating the review

process under Executive Order 12372.

25. The Agency does not assume the City of Huntsville's environmental responsibilities described at 570.604.

26. Reversion of Assets. Upon expiration of this agreement, the Agency shall transfer to City of Huntsville any funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. The Agency shall ensure that any real property under its control that was acquired or improved in whole or in part with ESG funds in excess of $25,000 is either:

    a. Used to meet one of the national objectives in 570.901 until five years after expiration of this agreement, or such longer period of time as determined appropriate by City of Huntsville; or

    b. Is disposed of in a manner which results in City of Huntsville being reimbursed in the amount of the value of property less any portion thereof attributable to expenditures of non-ESG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (a) above

27. Definitions.

    a. Agency - an entity, whether public or private, which has the responsibility for administering a project or activity under the terms of the Housing and Community Development Act of 1974, and which is a party to this agreement.

    b. City of Huntsville - The City of Huntsville, Alabama, a municipal Corporation, acting by and through the Community Development Division.

    c. Contractor - an entity, other than an Agency (except as noted in the Labor Standards Provisions) that furnishes to the City or to an Agency services (other than standard commercial supplies, 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 - The Community Development Block Grant Program as approved by HUD and as amended from time to time.

    f. City - The City of Huntsville, Alabama, a municipal Corporation, or 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 Agency have executed this Agreement on this the 9th day of March, 2023.

CITY OF HUNTSVILLE

_____

Tommy Battle, Mayor
City of Huntsville, Alabama

ATTEST:

_____

Shaundrika Edwards, Interim City Clerk Treasurer
City of Huntsville, Alabama

Wellstone, Inc.,

By: _____

Its President

ATTEST:

By:_____

Wellstone, Inc.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-047

Department: Legal

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

Resolution authorizing the Clerk-Treasurer to invoke Servis First Bank Letter of Credit No. 41586 for the Preserve at Clayton's Pond II.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: The Preserve at Clayton Pond II
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:** 3/9/2023 **File ID:** TMP-2676

Department: Legal

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

Resolution authorizing the Clerk-Treasurer to invoke Servis First Bank Letter of Credit No. 41586 for the Preserve at Clayton's Pond II.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: $ NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: The Preserve at Clayton Pond II
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 23-_____

WHEREAS, Servis First 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 Servis First 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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

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

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: $23,700.00

Issue Date: March 18, 2022

Expiration Date: March 18, 2023

Gentlemen:

We hereby extend our Irrevocable Standby by Letter of Credit in your favor, effective March 18, 2022, for the sum not to exceed the aggregate of $23,700 (Twenty-Three Thousand Seven Hundred 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 expiration thereof will be duly honored in 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 representative of the City of Huntsville, AL stating that the draw is being made pursuant to the Article 5 Subdivision Regulations.

MW 4-5-22 JB 4/5/22
MH 4-5-22

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 JKB 4/6/21
MM 4/6/21

This Letter of Credit shall be governed by the laws of the State of Alabama, including but no limited to, the Alabama Uniform Commercial Code, as the same may by from time to time amended.

This standby letter of credit is subject to and governed by the laws of the State of Alabama and UCP 600. For all purposes of this letter of credit, any provision of UCP 600 that, if applied, would conflict with Article 5 of the Alabama Uniform Commercial Code but for the application of such Article 5, shall be deemed excluded from UCP 600.

Caleb Beilstein

Bank Officer

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.

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.

This standby letter of credit is subject to and governed by the laws of the State of Alabama and UCP 600. For all purposes of this letter of credit, any provision of UCP 600 that, if applied, would conflict with Article 5 of the Alabama Uniform Commercial Code but for the application of such Article 5, shall be deemed excluded from UCP 600.

Angel Stinson
Senior Vice President

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-048

Department: Legal

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

Resolution authorizing the Clerk-Treasurer to invoke Servis First Bank Letter of Credit No. 16244 for the Preserve at Clayton Pond II.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: The Preserve at Clayton Pond
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:** 3/9/2023 **File ID:** TMP-2677

Department: Legal

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

Resolution authorizing the Clerk-Treasurer to invoke Servis First Bank Letter of Credit No. 16244 for the Preserve at Clayton Pond II.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: The Preserve at Clayton Pond
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 23-_____

WHEREAS, Servis First 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 Servis First 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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
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 101
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, 2022
Expiration Date:	March 23, 2023

Gentlemen:

We hereby extend our Irrevocable Standby Letter of Credit in your favor, effective March 23, 2022, 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 101, Huntsville, Alabama 35801.

4-5-22

4-5-22

4/5/22

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
7/5 4/6/21

SERVISFIRST BANK
Post Office Box 18127
Huntsville, Alabama 35804
T 256.772.7800 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:	$55,372.50
Issue Date:	March 23, 2020
Expiration Date:	March 20, 2021

Gentlemen:

We hereby extend our Irrevocable Standby Letter of Credit in your favor, effective March 23, 2020, for a 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, Alabama 35801.

MW 4-30-20 4-30-2020 KS 4/30/20

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:	$55,372.50
Issue Date:	April 16, 2019
Expiration Date:	April 16, 2020

Gentlemen:

We hereby extend our Irrevocable Standby Letter of Credit in your favor, effective April 16, 2019, for a 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, Alabama 35801.

MW 4-29-19 TCB 5/6/19

MM 5/3/19 MS-6-19

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-049

Department: Legal

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.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: The Preserve at Limestone Creek
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:** 3/9/2023 **File ID:** TMP-2678

Department: Legal

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.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: The Preserve at Limestone Creek
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 23-_____

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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of
Huntsville, Alabama

BANK INDEPENDENT®

IRREVOCABLE LETTER OF CREDIT NO. 30014146

Beneficiary:	Account Party:	Bank:
City of Huntsville P.O. Box 308 Huntsville, AL 35804	Doublehead Properties, L.L.C. 150 Heathrow Dr. Florence AL 35633	Bank Independent PO Box 5000 Sheffield, AL 35660 C/O Huntsville Branch

Subject: Article 5 Sidewalke Letter of Credit for: Preserve at Limestone Creek Phase II

Amount: $86,061.25
Issue Date: 03/25/2022
Expiration Date: 03/25/2023

Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective March 25, 2022 for a sum not to exceed the aggregate of $86,061.25. Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to Bank Independent – Huntsville Branch 132 Holmes Avenue NW, Huntsville AL 35801.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

The original of this Letter of Credit must be presented with any drawing.

We hereby engage with you that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents as specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

Sincerely,

Melanie Dobbs

Melanie Dobbs
VP – Sales Officer

3-28-22
DD 3-28-2022
MN 3-25-22
TB 3/28/22

BANK INDEPENDENT®

IRREVOCABLE LETTER OF CREDIT NO. 30014146

Beneficiary:	Account Party:	Bank:
City of Huntsville P.O. Box 308 Huntsville, AL 35804	Doublehead Properties, L.L.C. 150 Heathrow Dr. Florence AL 35633	Bank Independent PO Box 5000 Sheffield, AL 35660 C/O Huntsville Branch

Subject: Article 5 Sidewalke Letter of Credit for: Preserve at Limestone Creek Phase II

Amount: $86,061.25
Issue Date: 03/25/2022
Expiration Date: 03/25/2023

Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective March 25, 2022 for a sum not to exceed the aggregate of $86,061.25. Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to Bank Independent – Huntsville Branch 132 Holmes Avenue NW, Huntsville AL 35801.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

The original of this Letter of Credit must be presented with any drawing.

We hereby engage with you that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents as specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

Sincerely,

Melanie Dobbs

Melanie Dobbs
VP – Sales Officer

3-28-22
DD 3-28-2022
MN 3-25-22
TB 3/28/22

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-050

Department: Legal

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

Resolution authorizing the Clerk-Treasurer to invoke SouthState Bank Letter of Credit No. 90570397 for Chase Creek II Part B.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Chase Creek
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:** 3/9/2023 **File ID:** TMP-2679

Department: Legal

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

Resolution authorizing the Clerk-Treasurer to invoke SouthState Bank Letter of Credit No. 90570397 for Chase Creek II Part B.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

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

Additional Comments:

RESOLUTION NO. 23-_____

WHEREAS, SouthState 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 SouthState 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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of
Huntsville, Alabama

SouthState

Amendment To Irrevocable Standby Letter of Credit 90570397

Beneficiary
City of Huntsville
Clerk-Treasurer Office
P.O. Box 308
Huntsville, AL 35804
(hereinafter "City")

Applicant
Chase Creek LLC
174 Lo Ann Lane
Huntsville AL 35811
(hereinafter "Developer")

Bank
SouthState Bank
415 Meridian Street
Huntsville, AL 35801

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 amend our Irrevocable Standby Letter of Credit dated March 15, 2021, in your favor for the account of **Chase Creek LLC.** Effective March 23, 2022, the letter of credit maturity date will be extended 12 months to March 23, 2023, available by your one or more drafts at sight on us.

The original and the amendment of this letter of credit must be presented with any drawings.

Issued By: SouthState Bank
415 Meridian Street
Huntsville, AL 35801

Thomas Busby, Senior Vice President

Sworn to and subscribed before me on the 23 day of MARCH 2022

Heidi J. Jomas

HEIDI J. JOMAS
MY COMMISSION EXPIRES
NOTARY PUBLIC
FEBRUARY 10, 2024
STATE OF ALABAMA

MW 4-5-22
MW 4-5-22

7/3 4/5/22

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-051

Department: Legal

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

Resolution authorizing the Clerk-Treasurer to invoke First Bank Letter of Credit No. 1750073437 for Watts Glenn Subdivision.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Watts Glenn Subdivision
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:** 3/9/2023 **File ID:** TMP-2680

Department: Legal

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

Resolution authorizing the Clerk-Treasurer to invoke First Bank Letter of Credit No. 1750073437 for Watts Glenn Subdivision.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Watts Glenn Subdivision
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 23-_____

WHEREAS, First Bank issued a certain letter of credit (No. 1750073437) 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. 1750073437, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

ADOPTED this the 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of
Huntsville, Alabama

FirstBank

Irrevocable Letter of Credit No. 1750073437

Beneficiary:	Account Party:	Bank:
City of Huntsville	Rask, LLC	FirstBank
P.O. Box 308	2827 Eastern Shore Drive	720 Gallatin Street SW, Suite 150
Huntsville, AL 35804	Owens Cross Roads, AL 35763	Huntsville, AL 35801

Subject: Article 5/Sidewalk Letter of Credit for Watts Glenn Subdivision

Amount: $85,000

Issue Date: March 14, 2022

Expiration Date: March 14, 2023

Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective March 14, 2022, for a sum of $85,000. Available by your one or more drafts at 720 Gallatin Street SW, Suite 150, Huntsville, AL 35801 on us.

All draft(s) drawn under an 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.

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 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.

The 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.

John Hubbard, Vice President

THE STATE OF ALABAMA

MADISON COUNTY

I, a Notary Public, hereby certify that John Hubbard whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 14th day of March 2022.

ALLISON STARK NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Jan. 31, 2024

Notary Public, My Commission Expires: 01/31/2024

Print Name Allison Stark

www.FirstBankOnline.com

MM 4/4/22 MN 4-5-22 CM 4-5-22 KB 4/5/22

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-052

Department: Legal

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.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Monte Sano Cove
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:** 3/9/2023 **File ID:** TMP-2681

Department: Legal

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.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Monte Sano Cove
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 23-_____

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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of
Huntsville, Alabama



BANK OF FRANKEWING

FRANKEWING, TENNESSEE 38459

DAVID W. BARNES
PRESIDENT

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, 2022
Expiration Date: March 19, 2023

Gentlemen:
We hereby open our Irrevocable Standby Letter of Credit in your favor, effective March 19, 2022, 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

NB 3/30/22

CM 3-30-22
MW 3-21-22

CONTINUOUS SERVICE SINCE 1921

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-053

Department: Legal

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.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Monte Sano Cove
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:** 3/9/2023 **File ID:** TMP-2682

Department: Legal

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.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: Monte Sano Cove
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 23-_____

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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of
Huntsville, Alabama



BANK OF FRANKEWING

FRANKEWING, TENNESSEE 38459

DAVID W. BARNES
PRESIDENT

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, 2022
Expiration Date: March 19, 2023

Gentlemen:
We hereby open our Irrevocable Standby Letter of Credit in your favor, effective March 19, 2022, 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

JB 3/30/22

MM 3-30-22
MM 3/27/22
MM 3-21-22

CONTINUOUS SERVICE SINCE 1921

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-054

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 M. Martin.

Type of Document: Resolution No.

Finance Information:

Account Number: 1000-10-10200-515370- 0000000

City Cost Amount: NTE $32,000

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2668

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 M. Martin.

Type of Document: Resolution No.

Finance Information:

Account Number: 1000-10-10200-515370- 0000000

City Cost Amount: NTE $32,000

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 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 "Special Employee Agreement between the City of Huntsville and Brenda Martin," consisting of three (3) pages with the date of March 9, 2023, 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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of Huntsville,
Alabama

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND BRENDA M. MARTIN

THIS AGREEMENT is made and entered into on the 9th day of March, 2023 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, 2023 and continuing through March 29, 2024.

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 2023 (65.5 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:_____
Shaundrika Edwards
Its: Interim City Clerk-Treasurer

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-055

Department: Human Resources

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

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Ola Tibbs.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
NA

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2663

Department: Human Resources

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Ola Tibbs.

Type of Document: Resolution No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: N/A

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

Additional Comments:

NA

RESOLUTION NO. 23-_____

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 Ola Tibbs, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Special Employee Agreement between The City of Huntsville And Ola Tibbs," consisting of six (6) pages and the date of March 9, 2023, 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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

_____
Mayor of the City of
Huntsville, Alabama

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND OLA TIBBS

STATE OF ALABAMA)
COUNTY OF MADISON)

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND OLA TIBBS

THIS AGREEMENT is made and entered into on the 9th day of March, 2023, by and between Ola Tibbs, an individual, ("Tibbs") 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. Tibbs shall be employed by the City of Huntsville as a General Clerk III in the Human Resources Department, and shall be classified as a "Special" Employee under the City's Personnel Policies and Procedures Manual, and shall be under the direct supervision of the Insurance & Benefits Manager. Additional direction at times will be given from the Human Resources Administration Manager and/or Director of Human Resources. Duties of the position of General Clerk III shall include all work described on Exhibit "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Tibbs at the rate of $16.50 per hour not to exceed an average of 29 hours per week, with the total sum not to exceed $37,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Tibbs shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Tibbs shall not receive any benefits available to any employee of the City except those benefits she receives as a result of being retired from regular employment with the City. Tibbs 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 6, 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 provide Tibbs a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

6. Except as specified herein, Tibbs shall be subject to all policies applicable to part-time employees of the City of Huntsville.

7. Tibbs acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Tibbs agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.

8. This agreement constitutes the entire agreement between the parties.

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

Ola Tibbs, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Shaundrika Edwards
ITS: Interim-Clerk Treasurer

HUNTSVILLE
The Star of Alabama

General Clerk III

Class Code: 0073

Bargaining Unit: Not Applicable

CITY OF HUNTSVILLE
Established Date: May 1, 1999
Revision Date: Nov 30, 2016

Exhibit A

SALARY RANGE

$13.30 - $22.55 Hourly
$1,064.00 - $1,804.00 Biweekly
$2,305.33 - $3,908.67 Monthly
$27,664.00 - $46,904.00 Annually

NATURE OF WORK:

Work involves performing specialized office assistance, data entry and clerical duties which requires the execution of established policies and procedures based on knowledge gained through experience on the job. Work performed is often a segment of a process, procedure or project for a particular function or program of work in an office.

Work involves performing data entry, maintaining records, files, and data; preparing and ensuring the accuracy and completeness on submitted forms and reports; calculating and tracking costs, responding to inquiries, preparing routine correspondence, answering telephones, and collecting fees or payments for tickets to special events in the community. Assignments are received orally or in writing from a Supervisor. Additional guidance is provided through Federal, State, and local laws, ordinances, regulations and departmental and City policies and procedures. The incumbent independently performs data entry and clerical support referring unusual problems to a Supervisor. Work is performed in accordance with established policies and procedures. Work is reviewed through reports, conferences, and through evaluations for timeliness, accuracy and completeness and for adherence to established policies and procedures. No supervision is exercised over other employees.

ESSENTIAL AND MARGINAL FUNCTIONS OF WORK:

(Performs one or more of the following functions.)

Performs data entry; operates a computer for record keeping and document processing to input and retrieve data in support of departmental operations; maintains records, files, survey data and management packages; compiles reports.

Tracks, calculates, types, processes, reviews for accuracy or completeness, and maintains data related to work orders, purchase orders, invoices, payroll, personnel, applications, job, bids, travel advances, expense reports, workman's compensation claims, licenses, payments, remittances and other records in accordance with established policies and procedures;

calculates costs related to labor, materials, and equipment; opens an closes work order requests; assists employees and the public in the completion of forms; obtains competitive bids; makes necessary corrections and adjustments.

Greets visitors, citizens and/or customers and ascertains nature of business; announces arrival for scheduled appointments; responds to inquiries from the public; answers general questions and directs the public to the appropriate department, staff or official; answers, screens, and forwards telephone calls; records and relays messages and appointments as necessary; disseminates information via telephone, fax, or in hard copy; documents complaints and requests; relays messages, orders, and instructions to personnel in the field via radio communication; responds to routine complaints; provides contractors with billing information; maintains calendar of events and schedules; coordinates meetings, appointments, and facility use.

Assists employees with documentation related to online employment applications, new hire orientation, insurance and benefits forms and/or other related forms; assists with the scheduling of new hires for orientations, pre-employment physicals; employment testing, promotional exams or etc.

Receives, prepares, codes, reviews, edits, posts, records, researches, and processes reports and/or payments, invoices, purchase requisitions, remittances, time cards, personnel records, police records, training certifications, and other records according to established procedures.

Maintains strict confidentiality of all personnel actions, information, discussions and related information pertinent to the activities/operations of the department.

May issue licenses.

Composes routine correspondence, memos, letter, brochures, graphics, and tables.

Maintains an inventory on all equipment; makes disposals, transfers, and updates to files; performs physical inventory; prepares annual report.

Utilizes a computer and applicable software, printer, scanner, two way radio, city vehicle, multi-line phone system, microfilm reader, calculator, and standard office equipment while performing essential functions.

Copies, microfilms, retrieves and distributes files, records, reports and other written materials.

Communicates with the public, other departments, utilities, vendors, suppliers, media, delivery people, schools, various companies, organizations, professionals, and public officials while performing essential functions.

Opens and distributes mail; packages and mails outgoing mail; updates bulletin boards.

Requires regular and prompt attendance plus the ability to work well with others and work well as a team.

MARGINAL FUNCTIONS OF WORK:
(Performs one or more of the following marginal functions.)

Performs other related duties as assigned.

Orders uniforms.

May serve as a notary.

Orders and maintains office and/or janitorial supplies.

Performs errands.

May be responsible for petty cash.

Assists other personnel as needed.

May assist with training new clerical employees.

Responds to on call emergencies related to natural disasters such as tornadoes, earthquakes, and landslides, as well as ice and snow emergencies; assists with coordinating response; may plot position and progress of crews.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

Knowledge of Federal, State, and local laws, codes, ordinances, regulations and Departmental and City policies and procedures in area assigned.

Knowledge of computers and applicable software.

Knowledge of business English, spelling and arithmetic.

Knowledge of records management policies, procedures, and processes.

Knowledge of office practices, procedures, and equipment.

Knowledge of filing systems.

Knowledge of components, parts, and other equipment in assigned area.

Ability to calculate and maintain accurate records.

Ability to type on a computer keyboard and applicable software for lengthy periods at a reasonable rate of speed performing data entry and clerical support functions.

Ability to set up and manipulate spread sheets.

Ability to maintain and use an alphabetical and numerical filing system.

Ability to operate computer and applicable software, printer, and scanner, paging system, two way radio, city vehicle, multi-line phone system, microfilm reader, calculator, and standard office equipment, while performing essential functions.

Ability to disseminate information in a timely and accurate manner.

Ability to prioritize and organize work.

Ability to work on multiple tasks at one time.

Ability to understand and interpret departmental rules, regulations, procedures and instructions both orally and in writing.

Ability to interact with the public and provide information in a polite and efficient manner both in person and on the telephone.

Ability to speak clearly and concisely on a telephone.

May require the ability to read plans, descriptions, maps and plats.

MINIMUM EDUCATION, TRAINING AND EXPERIENCE:

High school diploma from a school accredited by a regional accrediting agency recognized by the U.S. Department of Education or GED certificate issued by the appropriate state agency and considerable experience performing clerical work and date entry; or any equivalent combination of education, training, and experience that demonstrates the above listed knowledge, skills, and abilities.

WORKING ENVIRONMENT:

Work is performed primarily in an office environment. Work may also be performed in the field on occasion and involves everyday risks or discomforts which requires normal safety precautions when operating equipment and performing the work.

PHYSICAL DEMANDS:

Work is essentially sedentary with occasional walking, standing, bending, and carrying items under 25 pounds such as books, papers, office supplies, and file folders. Work requires the physical ability to sit in confined seating for extended periods of time, and operate a computer keyboard.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-056

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 Greg Spruell.

Type of Document: Resolution No.

Finance Information:

Account Number: 1000-42-42100-501010-00000000

City Cost Amount: NTE $37,000.00

Total Cost: NTE $37,000.00

Special Circumstances: NA

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below) NA

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

Additional Comments: NA

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2631

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 Greg Spruell.

Type of Document: Resolution No.

Finance Information:

Account Number: 1000-42-42100-501010-00000000

City Cost Amount: NTE $37,000.00

Total Cost: NTE $37,000.00

Special Circumstances: NA

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below) NA

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

Additional Comments: NA

RESOLUTION NO. 23-

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 Greg Spruell, 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 Greg Spruell," consisting of two (2) pages plus four (4) additional pages consisting of Exhibit "A" and the date of March 9, 2023, 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 9th day of March, 2023.

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

APPROVED this the 9th day of March, 2023.

Mayor of the City of Huntsville,
Alabama

SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND GREG SPRUELL

STATE OF ALABAMA)
COUNTY OF MADISON)

THIS AGREEMENT is made and entered into on the 9th day of March 2023, by and between Greg Spruell, an individual, ("Spruell") 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. Spruell shall be employed by the City of Huntsville as Assistant Fire Marshal 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 20, 2023.

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, Spruell shall perform the duties and responsibilities of Assistant Fire Marshal and shall be under the direct supervision of the Fire Marshal or Deputy Fire Marshal. Duties of the position of Assistant Fire Marshal 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 9, 2023

5. In consideration of the services rendered hereunder, City shall pay to Spruell the rate of $28.50 per hour not to exceed 29 hours per week with the total sum not to exceed $37,000 per year which shall be paid bi-weekly in accordance with City's regular, payroll processing system. During the term of this agreement, Spruell shall not receive any cost of living adjustment approved by the City Council for all other employees of City. In addition, Spruell 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. Spruell shall have no authorization to incur any debt or obligation on behalf of the City.

6. Spruell must keep information he may receive during the performance of the work to be confidential in nature and not subject to disclosure unless approved by the Fire Marshal.

7. Except as specified herein, Spruell 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 9th day March 2023.

Greg Spruell, an Individual

CITY OF HUNTSVILLE, ALABAMA
a Municipal Corporation

BY:_____
Tommy Battle
ITS: Mayor

ATTEST:

BY:_____
Shaundrika Edwards
ITS: Interim City Clerk

Attachment "A"

Assistant Fire Marshal

Class Code:
9020

Bargaining Unit: Not Applicable

CITY OF HUNTSVILLE
Established Date: Nov 1, 2007
Revision Date: Aug 17, 2017

SALARY RANGE

$22.57 - $38.25 Hourly
$1,805.60 - $3,060.00 Biweekly
$3,912.13 - $6,630.00 Monthly
$46,945.60 - $79,560.00 Annually

NATURE OF WORK:

This is technical field work in the area of fire prevention which encompasses public education, enforcement of fire codes, ordinances, standards, guides, and state laws. Responsibilities also include the investigation of fires for their origin and cause, for possible criminal prosecution or civil litigation.

Work involves conducting field inspections to ensure compliance with applicable codes and ordinances on all public access and private commercial structures within the city limits of Huntsville. Conducts classes, seminars, and drills to educate the public, private, and governmental agencies on an array of fire prevention topics. Conducts fire investigations to determine the origin and cause of fires, follows through with the investigation as needed for possible criminal prosecution or civil litigation. Work is performed with wide latitude for judgment and is reviewed through reports and conferences.

ESSENTIAL AND MARGINAL FUNCTIONS OF WORK:

Fire Code Enforcement: Conducts construction plans reviews on all commercial buildings to ensure compliance with codes and ordinances adopted by the city and state. Reviews include site, electrical, HVAC, structural, plumbing, alarm, and fire protection systems. Conducts spot inspections throughout the construction process, advises contractors and builders on corrective actions for adherence to codes; completes a final inspection and systems testing prior to the building or structure being occupied. Conducts field inspections on all public and private businesses and structures to ensure compliance with all adopted codes and ordinances. Prepares inspection reports in a clear and concise manner. Identifies the occupancy classification, means of agrees, construction types; determines the operational readiness of new and existing fire protection systems and appliances. Determines the potential for fire growth in a structure. Inspects areas for storage,

handling, and use of ignitable, hazardous substances or materials. Advises owners and occupants to insure strict compliance with applicable codes and ordinances. Issues permits for applicable structures and services. Issues citations for noncompliance of fire codes and ordinances.

Fire Investigation: Investigates and evaluates the fire scene to determine the area/point of origin, source of ignition, materials ignited, act(s) or activity that brought the ignition source and materials together. Coordinates with fire suppression personnel in fire suppression duties for the purpose of scene preservation and debris removal. Assesses the subsequent progression, extinguishment, and containment of the fire. Secures the fire scene so that all evidence or potential evidence is protected from damage, destruction, or contamination. Documents the fire scene by drawing diagrams, photographing, and taking field notes to be used to compile the final report. Collects and preserves evidence by using proper physical and legal procedures. Obtains information through interviews and interrogations. Gathers reports, records, equipment, and materials, so that all information is appropriate to the investigation, and is complete and authentic. Ensures that the chain of custody for evidence is maintained and acceptable for court. Prepares a comprehensive written report given the investigation findings and documentation. Testifies during legal proceedings, gives investigative findings and contents of reports; consults with legal counsel.

Fire Education: Develops and implements programs to educate and train the public and private sector on fire safety related issues. Conducts interviews with the news media on fire safety topics and investigations. Selects instructional materials, gathers program resources, adjusts the program to the appropriate age level; schedules and presents implementing, and instructing Firefighters, Driver Engineers, Captains, and Chief level Officers in a wide variety of subjects and skills.

Requires regular and prompt attendance plus the ability to work well with others and work well as a team.

MARGINAL FUNCTIONS OF WORK:

Conducts background investigations on possible new hires.

Assists in the physical agility test for new hires.

Acts as a liaison for the department at public events.

Performs routine equipment and vehicle maintenance.

Performs related work as required.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

Knowledge of the characteristics of ignitable, explosive, hazardous, and similar materials.

Knowledge of the laws, ordinances, codes, standards, and guides that pertain to fire prevention.

Knowledge of the departmental rules, regulations, and policies.

Knowledge of the geography of the city including principal buildings, hydrants, and the location of specific fire hazards.

Ability to plan and conduct classes, seminars, and drills with private and public organizations or individuals concerning fire protection, suppression, alarms, investigations, inspections and life safety issues.

Ability to locate and identify fire code violations or potentially hazardous conditions in buildings, structures, and installations.

Ability to conduct an effective fire investigation and to identify suspicious conditions at the fire scene.

Ability to examine and review construction plans for code compliance.

Skill in the operation and care of a personal computer.

MINIMUM EDUCATION, TRAINING AND EXPERIENCE:

High school diploma from a school accredited by a regional accrediting agency recognized by the U.S. Department of Education or GED certificate issued by the appropriate state agency, and, must have served at least three (3) years of continuous service as a member of the Huntsville Fire & Rescue Department.

WORKING ENVIRONMENT:

Work is performed indoors and outdoors. Work exposes the employee to solvents, greases, oils, dusts, fumes, odors, smoke, gases, chemicals, explosives, toxic substances, electrical shock, extreme weather conditions, building collapses, hostile or emotional fire victims, civilians or suspects, excessive noise levels, poor lighting, and fire debris.

PHYSICAL DEMANDS:

Work requires the regular, and at times, sustained performance of extended periods of time of physical tasks, such as walking over rough or uneven surfaces, sitting, standing, stooping, crouching, kneeling, working in confined or restricted spaces, working at heights, climbing or frequent lifting of heavy objects over 50 pounds, shoveling, digging, and moving fire debris.

Work requires the ability to both communicate verbally and written in a concise manner, solve problems, attend to details, attend to tasks without distraction, reason effectively, use effective judgment, maintain alertness and awareness to perform multiple concurrent tasks.

NECESSARY SPECIAL REQUIREMENTS:

Must possess and maintain a valid driver's license.

Applicant must be certified as State of Alabama Firefighter I and II, and in Hazardous Materials Awareness and Operations.

Applicant must also be certified as State Fire Inspector I and II, Fire Investigator and Fire Instructor I. Applicant shall be certified before application deadline or shall obtain certification within eighteen (18) months of promotion. If a newly promoted candidate has not obtained the required certifications within eighteen (18) months of his/her promotion to Fire Prevention/Investigation Officer, the promotion will be revoked and such individual shall be demoted to the previously held (rank) position.

Applicant must also be licensed in Alabama as an Emergency Medical Technician*. Applicant must maintain an Emergency Medical Technician license. Applicant shall be licensed as an Emergency Medical Tecnician* prior to the deadline for application.

*Applicant may be licensed as an Emergency Medical Technician Basic, Advanced EMT, Intermediate EMT, or Paramedic.

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-057

Department: City Attorney

Subject: **Type of Action:** Introduction

Introduction of an Ordinance to amend Division 23 of article VIII of the Code of Ordinances relating to the Von Braun Center Board of Control.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: Von Braun Center

Address: NA
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:** 3/9/2023 **File ID:** TMP-2565

Department: City Attorney

Subject: **Type of Action:** Introduction

Introduction of an Ordinance to amend Division 23 of article VIII of the Code of Ordinances relating to the Von Braun Center Board of Control.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: Von Braun Center

Address: NA

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

Additional Comments:

ORDINANCE NO. 23 -

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, that Division 23 of Article VIII of Chapter 2 of the Code of Ordinances of the City of Huntsville, Alabama, relating to the Von Braun Center Board of Control, is hereby amended by deleting Sections 2-1837 and 2-1839 and replacing with the following respectively:

"Sec. 2-1837. - Officers

The members of the Von Braun Center Board of Control shall, in accordance with the bylaws of the board, elect one of their number as chairman, one of their number as vice-chairman, and one of their number as secretary-treasurer. Officers shall be entitled to succeed themselves as provided for in the bylaws of the board. Vacancies in any office shall be filled by the board for any unexpired term."

"Sec.2-1839. - Bonds or Insurance Required

The Von Braun Center Board of Control shall assure that appropriate controls are in place to assure the proper and safe handling of all funds and the record keeping of all financial accounts and business transactions. The Board shall assure that appropriate bonds or insurance policies are in place to protect the board and the City of Huntsville, Alabama against financial losses due to mishandling, theft, fraud, embezzlement of funds or other similar actions or inactions on the part of board members, officers, or employees. The Board shall pay for the costs or premiums of such bonds or insurance."

ADOPTED this the ___ day of _____, 2023.

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

APPROVED this the ___day of _____,2023.

_____
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:** 3/9/2023 **File ID:** 2023-058

Department: Planning

Subject: **Type of Action:** Introduction

Introduction of an ordinance annexing 56.75 acres of land lying on the east side of South Memorial Pkwy and south of Hobbs Island Rd.

Type of Document: Ordinance No.

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: March 29th

Finance Information:

Account Number: N/A

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: 14059 S Memorial Pkwy, Huntsville, AL 35803
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2670

Department: Planning

Subject: **Type of Action:** Introduction

Introduction of an ordinance annexing 56.75 acres of land lying on the east side of South Memorial Pkwy and south of Hobbs Island Rd.

Type of Document: Ordinance No.

Does this item need to be published? **Yes**

If yes, please list preferred date(s) of publication: March 29th

Finance Information:

Account Number: N/A

City Cost Amount: $ 0

Total Cost: $ 0

Special Circumstances:

Grant Funded: $ 0

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: 14059 S Memorial Pkwy, Huntsville, AL 35803
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
N/A

ORDINANCE NO. 23-

WHEREAS, Inja Park, being the owner, as the term is defined by Section 11-42-20, Code of Alabama 1975, of all the property or territory hereinafter particularly described (which property or territory is hereinafter referred to as "the Property"), filed with the City Clerk-Treasurer of the City of Huntsville, Alabama, a signed and written petition requesting that the Property be annexed to the City of Huntsville, Alabama, which petition is on file with the City Clerk-Treasurer of the City of Huntsville, Alabama; and

WHEREAS, said petition contained the signature of the owner of the Property, and filed together with said petition was a map showing the relationship of the Property to the corporate limits of the City of Huntsville, Alabama, which map is attached hereto and incorporated herein by reference; and

WHEREAS, the Property is contiguous to the present city limits of the City of Huntsville, Alabama, and the Property does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Huntsville, Alabama, has determined that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and has further determined that all legal requirements for annexing the Property have been met pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama 1975.

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

1. That the City Council of the City of Huntsville, Alabama hereby finds that it is necessary and proper and in the public interest that the Property be brought within the corporate limits of the City of Huntsville, Alabama, and assents to the annexation of the Property to the City of Huntsville, Alabama;

2. That the corporate limits of the City of Huntsville, Alabama, be, and the same are hereby extended and rearranged so as to embrace and include the Property, which is particularly described as follows:

> All that part of Section 19 and 30, Township 05 South, Range 01 East of the Huntsville Meridian, Madison County, Alabama, more particularly described as beginning at a point located at the Northeast Corner of said Section 30; thence South 28 Degrees 51 Minutes 9 Seconds West 699.45 feet to a point; said point being the Point of True Beginning; thence North 85 Degrees 57 Minutes 28 Seconds West 1,524.54 feet to a point; thence North 33 Degrees 10 Minutes 43 Seconds East 80.9 feet to a point; thence North 23 Degrees 57 Minutes 45 Seconds East 51.3 feet to a point; thence North 23 Degrees 44 Minutes 58 Seconds East 71.13 feet to a point; thence North 24 Degrees 7 Minutes 16 Seconds East 57.35 feet to a point; thence North 21 Degrees 22 Minutes 14 Seconds East 64.32 feet to a point; thence North 19 Degrees 10 Minutes 44 Seconds East 63.42 feet to a point; thence North 19 Degrees 10 Minutes 44 Seconds East 63.42 feet to a point; thence North 18 Degrees 26 Minutes 6 Seconds East 57.65 feet to a point; thence North 18 Degrees

26 Minutes 6 Seconds East 32.94 feet to a point; thence North 17 Degrees 44 Minutes 41 Seconds East 68.36 feet to a point; thence North 9 Degrees 27 Minutes 44 Seconds East 63.36 feet to a point; thence North 12 Degrees 13 Minutes 5 Seconds East 135.36 feet to a point; thence North 8 Degrees 51 Minutes 29 Seconds East 202.94 feet to a point; thence North 7 Degrees 54 Minutes 56 Seconds East 491.66 feet to a point; thence North 7 Degrees 29 Minutes 16 Seconds East 479.61 feet to a point; thence South 86 Degrees 33 Minutes 0 Seconds East 113.55 feet to a point; thence South 88 Degrees 21 Minutes 51 Seconds East 184.09 feet to a point; thence South 82 Degrees 3 Minutes 1 Seconds East 757.53 feet to a point; thence North 6 Degrees 59 Minutes 59 Seconds East 83.67 feet to a point; thence South 88 Degrees 21 Minutes 54 Seconds East 84.39 feet to a point; thence South 1 Degrees 27 Minutes 36 Seconds West 1409.75 feet to a point; thence South 1 Degrees 45 Minutes 0 Seconds West 582.8 feet to the Point of True Beginning and containing 56.75 acres, more or less.

3. That this ordinance shall be published as provided by law, and become effective upon its publication as required by law.

4. That the Mayor and City Clerk-Treasurer of the City of Huntsville, Alabama, are hereby authorized, requested, and directed for and on behalf of the governing body of the City to file a description of the property or territory herein annexed in the Office of the Judge of Probate of Madison County, Alabama.

ADOPTED this the _____ day of _____, 2023.

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

APPROVED this the _____ day of _____, 2023.

_____
Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

PETITION FOR ANNEXATION TO THE CITY OF HUNTSVILLE, ALABAMA, PURSUANT TO SECTIONS 11-42-20 THROUGH 11-42-24 INCLUSIVE, CODE OF ALA. 1975 (AS AMENDED)

TO: The City Clerk-Treasurer of the City of Huntsville, Alabama, and the City Council of the City of Huntsville, Alabama

FROM: Inja Park (hereinafter referred to as "the petitioner")

A. The Petitioner do hereby sign and file with the City Clerk-Treasurer of the City of Huntsville, Alabama, this written petition requesting that the real property or territory hereinafter described, which real property or territory is hereinafter referred to as "the Property", be annexed to the City of Huntsville, Alabama, under the authority of and pursuant to Sections 11-42-20 through 11-42-24 of the Code of Alabama 1975; and in support thereof do hereby certify as follows:

1. That the Petitioner is the owner of the Property, as the term "owner" is defined by Section 11-42-20, Code of Alabama 1975.

2. That the Property is situated in **Madison County, Alabama**, and is accurately described on the attached Exhibit "A", which exhibit is incorporated herein by reference.

3. That the Petitioner has the right and authority to make and file this petition for annexation.

4. That the Property is contiguous to the existing corporate limits of the City of Huntsville, Alabama.

5. That the Property does not lie within the corporate limits or police jurisdiction of any other municipality.

6. That the Petitioner has attached hereto as Exhibit "B", which exhibit is incorporated herein by reference, and filed herewith a map of the Property showing its relationship to the corporate limits of the City of Huntsville, Alabama, which said map is further identified as being entitled "Park Property to be Annexed."

B. This petition may be signed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same petition.

THE FOREGOING CONSIDERED, I, the Petitioner hereby petition and request that the City Council of the City of Huntsville, Alabama, adopt an ordinance assenting to the annexation of the Property to the City of Huntsville, Alabama, all in accordance with the statutes herein provided.

IN WITNESS WHEREOF, I the undersigned Petitioner have hereunto subscribed my name as of the 24 day of Feb., 2023.

PETITIONER:

Signature: _____
Inja Park

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Inja Park, whose name is signed to the foregoing annexation petition and who are known to me, acknowledged before me on this date that, being informed of the contents of said petition, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal of office, this the 24th day of February, 2023.

_____ (SEAL)
NOTARY PUBLIC

Expiration Date: October 29, 2023

LADY KASSAMA
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMMISSION EXPIRES OCT. 29, 2023

Exhibit “A”
(Legal Description of the Property)

All that part of Section 19 and 30, Township 05 South, Range 01 East of the Huntsville Meridian, Madison County, Alabama, more particularly described as beginning at a point located at the Northeast Corner of said Section 30; thence South 28 Degrees 51 Minutes 9 Seconds West 699.45 feet to a point; said point being the Point of True Beginning; thence North 85 Degrees 57 Minutes 28 Seconds West 1,524.54 feet to a point; thence North 33 Degrees 10 Minutes 43 Seconds East 80.9 feet to a point; thence North 23 Degrees 57 Minutes 45 Seconds East 51.3 feet to a point; thence North 23 Degrees 44 Minutes 58 Seconds East 71.13 feet to a point; thence North 24 Degrees 7 Minutes 16 Seconds East 57.35 feet to a point; thence North 21 Degrees 22 Minutes 14 Seconds East 64.32 feet to a point; thence North 19 Degrees 10 Minutes 44 Seconds East 63.42 feet to a point; thence North 19 Degrees 10 Minutes 44 Seconds East 63.42 feet to a point; thence North 18 Degrees 26 Minutes 6 Seconds East 57.65 feet to a point; thence North 18 Degrees 26 Minutes 6 Seconds East 32.94 feet to a point; thence North 17 Degrees 44 Minutes 41 Seconds East 68.36 feet to a point; thence North 9 Degrees 27 Minutes 44 Seconds East 63.36 feet to a point; thence North 12 Degrees 13 Minutes 5 Seconds East 135.36 feet to a point; thence North 8 Degrees 51 Minutes 29 Seconds East 202.94 feet to a point; thence North 7 Degrees 54 Minutes 56 Seconds East 491.66 feet to a point; thence North 7 Degrees 29 Minutes 16 Seconds East 479.61 feet to a point; thence South 86 Degrees 33 Minutes 0 Seconds East 113.55 feet to a point; thence South 88 Degrees 21 Minutes 51 Seconds East 184.09 feet to a point; thence South 82 Degrees 3 Minutes 1 Seconds East 757.53 feet to a point; thence North 6 Degrees 59 Minutes 59 Seconds East 83.67 feet to a point; thence South 88 Degrees 21 Minutes 54 Seconds East 84.39 feet to a point; thence South 1 Degrees 27 Minutes 36 Seconds West 1409.75 feet to a point; thence South 1 Degrees 45 Minutes 0 Seconds West 582.8 feet to the Point of True Beginning and containing 56.75 acres, more or less.

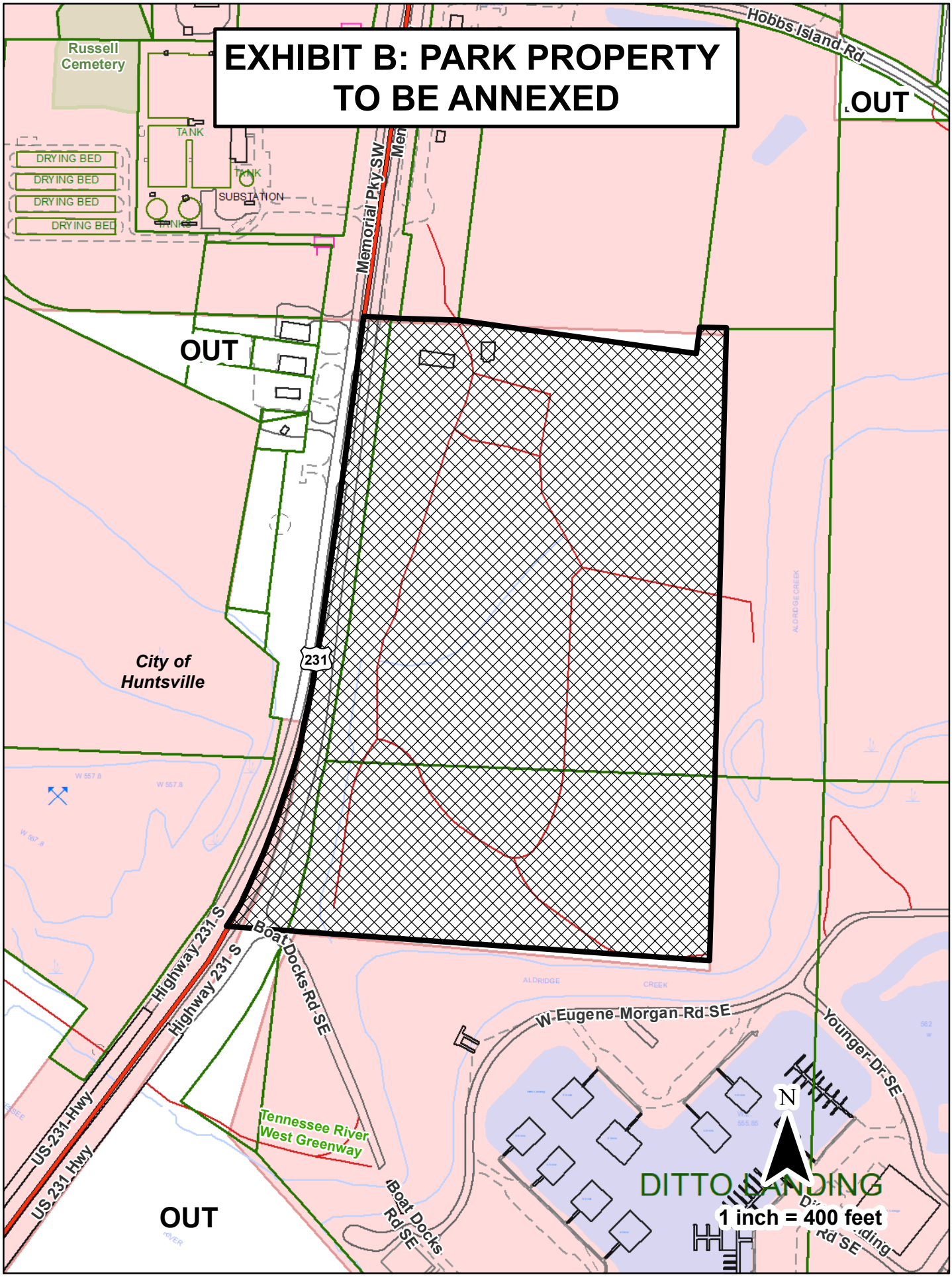
EXHIBIT B: PARK PROPERTY TO BE ANNEXED
Russell Cemetery
TANK
TANK
DRYING BED
DRYING BED
DRYING BED
DRYING BED
SUBSTATION
Hobbs Island Rd
OUT
Memorial Pky SW
OUT
City of Huntsville
231
Highway 231 S
Highway 231 S
US 231 Hwy
US 231 Hwy
Boat Docks Rd SE
W Eugene Morgan Rd SE
Younger Dr SE
Tennessee River West Greenway
Boat Docks Rd SE
OUT
DITTO LANDING
N
1 inch = 400 feet

ANNEXATION SUMMARY: Park

February 24, 2023

PETITIONER:	Inja Park
LOCATION:	On the east side of South Memorial Pkwy and south of Hobbs Island Rd. Township 5 South, Range 1 East, Sections 19 & 30 14059 S Memorial Pkwy, Huntsville, AL 35803
ACREAGE:	56.75 acres
REASON FOR REQUEST:	City Services

ANNEXATION GUIDELINES: Park

1. Annexations that would fill in or make more regular the existing corporate limits should be strongly encouraged.

WOULD CONTINUE ONGOING ANNEXATIONS IN THIS AREA

2. The remaining tax islands should be annexed when ownership changes and redevelopment occurs….

NOT A TAX ISLAND

3. Annexations of land in subdivisions….

NOT PART OF A SUBDIVISION

4. Corridors are discouraged….

NOT A CORRIDOR

5. Point-to-point annexations should be discouraged….

NOT A POINT-TO-POINT CONNECTION

6. Owners living on land expected to be annexed within the ninety-day period preceding a municipal election….

NO MUNICIPAL ELECTION AT TIME OF ANNEXATION

7. Land which is known to be contaminated should not be annexed until such danger has been mitigated.

NO KNOWN CONTAMINATION

8. The annexation of land that would contribute to the city's economic development through an increase in taxes….

COMMERCIAL LAND

9. The city should require petitions for annexation referenda to satisfy additional conditions….

NOT A REFERENDA

10. City planners will explain to all annexation petitioners the policies under which services are provided.

POLICY STATEMENT SIGNED BY OWNERS; COPY ATTACHED

STATEMENT REGARDING
PROVISION OF CITY SERVICES TO NEWLY ANNEXED LANDS

City services will be provided to all newly annexed lands according to the same policies that already govern in Huntsville. This means that Huntsville police and fire departments will respond to calls; garbage and trash will be collected by city sanitation; and school children will attend city rather than county schools. Transportation for students attending the city schools will be the responsibility of their parents. All applicable city ordinances will be enforced including the implementation of zoning regulations. Please note that the National agency that established the rating schedule for fire insurance premiums (ISO) assigns a higher rate to property that is over 5 road miles from their responding fire station and/or over 1000 feet from a fire hydrant.

Water service is provided by Huntsville Utilities; however if the annexed land is already served by another water authority, the existing situation should be expected to continue until such time as development pressure or legal agreements between water authorities makes it feasible or possible for Huntsville Utilities to assume control of the water lines or extend new mains. The cost of main extensions usually are borne by the property owner.

Likewise, it has long been city policy to expand sanitary sewer service on a cost benefit basis. This policy applies to all land within the city regardless of its annexation date. In addition, the city has adopted a capital improvement plan to guide investment in infrastructure. In order for an area to be considered for road construction, drainage improvements, recreational or community facilities, new fire stations, or sanitary sewer extension, the area must be in the city and then must be prioritized according to need. Newly annexed land will be accorded the same consideration as other city lands.

Lastly, it is important to understand that those autonomous boards, agencies and utilities that have authority over the delivery of specific public services set their own policies and procedures.

* * * * * * * * * *

I have read the above statement governing the delivery of city services to lands annexed into the city of Huntsville, and I agree to these conditions as they may pertain to any of my lands that are annexed.

Petitioner IN JA PARK **Date** 2-24-2023

Petitioner [signature] **Date** 2-24-2023

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-059

Department: Public Transit

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring certain property surplus and no longer needed for Municipal use.

Ordinance No.

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

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

Finance Information:

Account Number: 2000-54-54160-440017-00000000

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: **(list below)**

Address: NA

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2644

Department: Public Transit

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring certain property surplus and no longer needed for Municipal use.

Ordinance No.

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

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

Finance Information:

Account Number: 2000-54-54160-440017-00000000

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA

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

Additional Comments:

ORDINANCE NO. 23 -

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

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

BE IT FURTHER ORDAINED that the Mayor and City Clerk-Treasurer be, and they are hereby, authorized and directed to dispose of said vehicles owned by the City of Huntsville, Alabama, described below, by selling such property via auction, Fowler Auction and Real Estate Service, Inc. All such property shall be sold to the highest bidder. The Mayor and the City Clerk-Treasurer be, and they are hereby, authorized and directed to execute and attest, respectively, for and on behalf of the City of Huntsville, Alabama; and signed by the Mayor, conveyance of the title to said vehicles, when applicable. All proceeds of which will be deposited into the City of Huntsville Public Transit general revenue account 2000-54-54160-440017-00000000, Charge Code 5401. Said document being permanently kept on file in the office of the City Clerk-Treasurer of the City of Huntsville, Alabama. Said vehicles are described as follows:

Equip #021708	2012 Goshen Pacer II Wheelchair Lift Van VIN 1FDEE3FL9CDB04800

ADOPTED this the _____ day of _____, 2023.

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

APPROVED this the _____ day of _____, 2023.

_____
Mayor of the City of Huntsville,
Alabama

ATTEST:

_____
Shaundrika Edwards
Interim City Clerk-Treasurer

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-060

Department: Public Transit

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring one (1) 2012 Ford Goshen E325E Pacer II modified passenger van as surplus and no longer needed for municipal use and authorizing the Mayor to enter into an Agency Agreement between the City of Huntsville and the Alabama School of Cyber Technology & Engineering for said donation.

Ordinance No.

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

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

Additional Comments:

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2647

Department: Public Transit

Subject: **Type of Action:** Introduction

Ordinance requesting donation of a 2012 Ford Goshen van to The Alabama School of Cyber Technology & Engineering.

Ordinance No.

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

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

Finance Information:

Account Number: NA

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA

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

Additional Comments:

ORDINANCE NO. 23-

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 Alabama School of Cyber Technology & Engineering. The property is described as follows:

1- 2012 Ford Goshen E35E Pacer II
Equipment # 021709 VIN 1FDEE3FL0CDB04801

BE IT FURTHER 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 the Alabama School of Cyber Technology & Engineering 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 Alabama School of Cyber Technology & Engineering," consisting of a total of two (2) pages, with the signature of the Council President, and the date of March 9, 2023, 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 ___ day of _____, 2023.

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

APPROVED this the ___ day of _____, 2023.

_____
Mayor of the City of Huntsville,
Alabama

AGENCY AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND THE ALABAMA SCHOOL OF CYBER TECHNOLOGY & ENGINEERING

STATE OF ALABAMA

COUNTY OF MADISON

AGENCY AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of March, 2023, by and between The Alabama School of Cyber Technology & Engineering, 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 #021709 VIN 1FDEE3FLOCDBO4801 a 2012 Ford Modified 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: _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this the ___ day of _____, 2023.

CITY OF HUNTSVILLE, ALABAMA

BY:_____
Tommy Battle
ITS: Mayor

ATTEST:

By:_____
Shaundrika Edwards
Its: Interim City Clerk-Treasurer

AGENCY
THE ALABAMA SCHOOL OF CYBER TECHNOLOGY & ENGINEERING

BY:_____
ITS:_____

WITNESS:

_____

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-061

Department: Fleet Services

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring equipment surplus and authorizing the surplus equipment to be sold to an unspecified vendor.

Type of Document: Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2655

Department: Fleet Services

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring equipment surplus and authorizing the surplus equipment to be sold to an unspecified vendor.

Type of Document: Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
N/A

ORDINANCE NO. 23-

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

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

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

DEPARTMENT: Fleet Services

Equipment #	Description	Serial #
N/A	**(12) c Continental Tire 295-75-R22.5**	**N/A**

ADOPTED this the _____ day of _____, 2023.

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

APPROVED this the _____ day of _____, 2023.

_____
Mayor of the City of Huntsville,
Alabama

ATTEST:

_____
Shaundrika Edwards
Interim City Clerk-Treasurer

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-062

Department: Fleet Services

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring certain equipment surplus and to be recycled for monetary value.

Type of Document: Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A
District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:
N/A

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2641

Department: Fleet Services

Subject: **Type of Action:** Introduction

Introduction of an Ordinance declaring certain equipment surplus and to be recycled for monetary value.

Type of Document: Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

N/A

ORDINANCE NO. 23-

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

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

Equipment# 022042. 1994 Mazda Truck
Vin# 4F4CR12A6RTN12069

Equipment# 021666. 2001 Dodge Ram Truck
Vin# 1B7HC16Y51S222066

Equipment# 012016. 2013 Ford Taurus
Vin# 1FAHP2M88DG157739

Equipment# 021970. 2018 Ford Explorer
Vin# 1FM5K8AR9JGB20220

Equipment# 011803. 2007 Ford Crown Victoria
Vin# 2FAFP71W67X130271

Equipment# 011646. 2004 Ford Crown Victoria
Vin# 2FAFP71W74X141338

Equipment# 021892. 2017 Ford Explorer
Vin# 1FM5K8AR1HGC14232

Equipment# 012000. 2013 Ford Taurus
Vin# 1FAHP2M88DG152735

Equipment# 021882. 2017 Ford Explorer
Vin# 1FM5K8AR8HGB64896

Equipment# 012035. 2014 Ford Taurus
Vin# 1FAHP2MK3EG185736

ORDINANCE NO. 23- (Cont.)

ADOPTED this the ___ day of _____, 2023

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

APPROVED this the ___ day of _____, 2023

_____
Mayor of the City of Huntsville,
Alabama

ATTEST:

_____
Shaundrika Edwards

Interim Clerk-Treasurer

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** 2023-063

Department: **I.T.S.**

Subject: **Type of Action:** Introduction

Introduction of an Ordinance authorizing the disposal of surplus equipment to be donated to the Madison County Communications District.

Type of Document: Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: $0

Total Cost: $0

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments: This equipment (TRAK) is part of the 800 MHZ Radio Frequency Standard at Burritt for Simulcast timing and is already in the radio maintenance agreement between the 911 Center and Mobile Communications America (formerly Sharp Communication).

308 Fountain Circle
Huntsville, AL 35801

Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/9/2023 **File ID:** TMP-2643

Department: **I.T.S.**

Subject: **Type of Action:** Introduction

Introduction of an Ordinance authorizing the disposal of surplus equipment to be donated to the Madison County Communications District.

Type of Document: Ordinance No.

Finance Information:

Account Number: N/A

City Cost Amount: $0

Total Cost: $0

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments: This equipment (TRAK) is part of the 800 MHZ Radio Frequency Standard at Burritt for Simulcast timing and is already in the radio maintenance agreement between the 911 Center and Mobile Communications America (formerly Sharp Communication).

ORDINANCE NO. 23-____

BE IT ORDAINED by the City Council of the City of Huntsville, Alabama that the following described property is hereby declared surplus and no longer needed for public or municipal use, and to be donated to Madison County Communications District, at 1570 Old Monrovia Rd NW, Huntsville, AL.

Type	COH	Asset Name
Hardware	345903	TRAK
Hardware	345906	TRAK

ADOPTED this the 23rd day of March 2023.

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

APPROVED this the 23rd day of March 2023.

_____
Mayor of the City of Huntsville
Huntsville, Alabama