

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, City Clerk

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**CITY COUNCIL CHAMBERS**

**5:30 PM**

**Thursday, March 23, 2023**

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**REGULAR MEETING OF THE CITY COUNCIL**

**CALL TO ORDER**

**1. INVOCATION**

Offered by: Pastor Troy Garner, with Fellowship of Faith Church

**2. PLEDGE OF ALLEGIANCE**

Led by: Grattin O'Neal - Trail Life Troop AL-1613

**3. APPROVAL OF THE AGENDA**

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

- a. [2023-076](#) Minutes of Regular Meeting of the City Council held March 9, 2023. (Minutes Received)

**5. MAYOR: SPECIAL RECOGNITIONS**

- a. [2023-077](#) 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. [2023-078](#) Presentation by The Legacy Center, Inc.

**Sponsors:** Finance

- b. [2023-079](#) Presentation by Partnership for a Drug Free Community.

**Sponsors:** Finance

**8. MATTERS WITH OUTSIDE LEGAL REPRESENTATIVE****9. PUBLIC HEARINGS TO BE HELD**

- a. [2023-075](#) Public hearing on the zoning of 3.47 acres of land lying on the North side of Winchester Rd. and East of Bradford Ln. to Highway Business C-4 District; and the consideration of an Ordinance pertaining to the same. (Set February 9, 2023 Regular Council Meeting)  
Ordinance No. 23-78  
**Sponsors:** Planning  
**Attachments:** [Bradford Zoning](#)
- b. [2023-080](#) Public Hearing authorizing the Director of Finance to assess the cost of cutting overgrown grass and/or weeds against certain properties; and consideration of a Resolution pertaining to the same.  
Resolution No. 23-209  
**Sponsors:** Community Development  
**Attachments:** [LOTS CUT BY CITY 03232023.pdf](#)
- c. [2023-081](#) Public hearing authorizing the Director of Finance to assess the cost for the cleanup and removal of a junk public nuisance located at 902 Cole Dr. SE, Huntsville, Alabama, and consideration of a Resolution pertaining to same.  
Resolution No. 23-210  
**Sponsors:** Community Development  
**Attachments:** [902 Cole Dr complete lien res.pdf](#)
- d. [2023-082](#) Public hearing authorizing the Director of Finance to assess the cost for the demolition and cleanup of a public nuisance located at 4801 Aubrey Cir NW, Huntsville, Alabama, and consideration of a Resolution pertaining to same.  
Resolution No. 23-211  
**Sponsors:** Community Development  
**Attachments:** [4801 Aubrey Cir LIEN RES - DEMOLITION LIEN](#)
- e. [2023-083](#) Public hearing authorizing the Director of Finance to assess the cost for the demolition and cleanup of a public nuisance located 4602 Whitehall Dr NW, Huntsville, Alabama, and consideration of a Resolution pertaining to same.  
Resolution No. 23-212  
**Sponsors:** Community Development  
**Attachments:** [4602 Whitehall Dr DEMOLITION LIEN](#)



**10. PUBLIC HEARINGS TO BE SET**

- a. [2023-084](#) Resolution to set a public hearing for Rhonda Norris d/b/a Bama Limousine, for the operation of two (2) limousines.  
Resolution No. 23-213

**Sponsors:** Parking/Public Transit

**Attachments:** [Resolution for Bama Limousine 230323](#)

**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 Bill Kling

Councilmember Devyn Keith

Councilmember David Little

Councilmember Jennie Robinson

Councilmember John Meredith

**14. FINANCE COMMITTEE REPORT**

- a. [2023-085](#) Resolution authorizing expenditures for payment.  
Resolution No. 23-214

**Sponsors:** Finance

**Attachments:** [Expenditures - Complete](#)

**15. BOARD APPOINTMENTS TO BE VOTED ON**

- a. [2023-066](#) Resolution reappointing 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.  
(Nominated March 9, 2023, Regular Council Meeting)  
Resolution No. 23-215

**Sponsors:** Robinson

**Attachments:** [T. Howard Reappointment 310 Board](#)

- b.     [2023-067](#)     Resolution reappointing 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. (Nominated March 9, 2023, Regular Council Meeting)  
Resolution No. 23-216  
  
          **Sponsors:**     Robinson  
          **Attachments:** [M. Primeau Reappointment 310 Board](#)
- c.     [2023-068](#)     Resolution reappointing John Beard to the Bingo Review Committee to his current seat for a two (2) year term to expire April 8, 2025. (Nominated March 9, 2023, Regular Council Meeting)  
Resolution No. 23-217  
  
          **Sponsors:**     Meredith  
          **Attachments:** [J. Beard Reappointment Bingo Committee](#)
- d.     [2023-069](#)     Resolution reappointing William Tumminello to the Bingo Review Committee to his current seat for a two (2) year term to expire April 8, 2025. (Nominated March 9, 2023, Regular Council Meeting)  
Resolution No. 23-218  
  
          **Sponsors:**     Kling  
          **Attachments:** [W. Tumminello Reappointment Bingo Committee](#)
- e.     [2023-070](#)     Resolution reappointing Joyce LeDuc-Hampton to the Bingo Review Committee to her current seat for a two (2) year term to expire April 8, 2025. (Nominated March 9, 2023, Regular Council Meeting)  
Resolution No. 23-219  
  
          **Sponsors:**     Kling  
          **Attachments:** [J. LeDuc-Hampton Reappointment Bingo Committee.docx](#)
- f.     [2023-071](#)     Nomination to reappoint Sidney White to WellStone Inc., Place 7 (her current seat), for a six (6) year term to expire April 1, 2029  
Resolution No. 23-220  
  
          **Sponsors:**     Robinson  
          **Attachments:** [S. White Reappointment Wellstone](#)
- g.     [2023-072](#)     Resolution reappointing 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. (Nominated March 9, 2023, Regular Council Meeting)  
Resolution No. 23-221  
  
          **Sponsors:**     Kling  
          **Attachments:** [R. Godwin Reappointment Community Development CAC](#)
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- h. [2023-073](#) Resolution reappointing 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. (Nominated March 9, 2023, Regular Council Meeting)  
Resolution No. 23-222  
**Sponsors:** Meredith  
**Attachments:** [N. Castellanos Reappointment Community Development CAC](#)
- i. [2023-074](#) Resolution 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. (Nominated March 9, 2023, Regular Council Meeting)  
Resolution No. 23-223  
**Sponsors:** Kling  
**Attachments:** [B. Gill Appointment Community Development CAC](#)

16. **BOARD APPOINTMENT NOMINATIONS**

- a. [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:** Kling
- b. [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:** Meredith

17. **HUNTSVILLE UTILITIES ITEMS**

18. **LEGAL DEPARTMENT ITEMS/TRANSACTIONS**

**Vacation of Easements**

- a. [2023-086](#) Ordinance authorizing the vacation of a Utility and Drainage Easements, Lots 1 & 2, Lily Smith Reece Subdivision, Phase 4, 6210 Mastin Lake Road. (Laksmhi Property)  
Ordinance No. 23-224  
**Sponsors:** Legal  
**Attachments:** [Laksmhi Property eas vac Complete.pdf](#)

- b. [2023-087](#) Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 2, Airport Properties Subdivision. (Huntsville Logistics)  
Ordinance No. 23-225

**Sponsors:** Legal

**Attachments:** [Huntsville Logistics eas vac Complete.pdf](#)

**Vacation of Rights-of-Way**

**Deeds of Acceptance**

**19. UNFINISHED BUSINESS ITEMS FOR ACTION**

- a. [2023-057](#) Ordinance to amend Division 23 of article VIII of the Code of Ordinances relating to the Von Braun Center Board of Control. (Introduced March 9, 2023, Regular Council Meeting)  
Ordinance No. 23-202
- Sponsors:** Legal
- Attachments:** [VBC Code of Ordinances Complete.pdf](#)
- b. [2023-058](#) Ordinance annexing 56.75 acres of land lying on the east side of South Memorial Pkwy and south of Hobbs Island Rd. (Introduced March 9, 2023, Regular Council Meeting)  
Ordinance No. 23-203
- Sponsors:** Planning
- Attachments:** [Park Annexation-Complete](#)
- c. [2023-059](#) Ordinance declaring certain property surplus and no longer needed for Municipal use. (Introduced March 9, 2023, Regular Council Meeting)  
Ordinance No. 23-204
- Sponsors:** Parking/Public Transit
- Attachments:** [Ordinance Surplus by Auction 230309.docx complete](#)
- d. [2023-060](#) 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. (Introduced March 9, 2023, Regular Council Meeting)  
Ordinance No. 23-205
- Sponsors:** Parking/Public Transit
- Attachments:** [Surplus Property-Complete](#)

- e.     [2023-061](#)     Ordinance declaring equipment surplus and authorizing the surplus equipment to be sold to an unspecified vendor. (Introduced March 9, 2023, Regular Council Meeting)  
Ordinance No. 23-206  
**Sponsors:**     Fleet Department  
**Attachments:** [Surplus Complete](#)
- f.     [2023-062](#)     Ordinance declaring certain equipment surplus and to be recycled for monetary value. (Introduced March 9, 2023, Regular Council Meeting)  
Ordinance No. 23-207  
**Sponsors:**     Fleet Department  
**Attachments:** [FleetVehicleSurplus.pdf](#)
- g.     [2023-063](#)     Ordinance authorizing the disposal of surplus equipment to be donated to the Madison County Communications District. (Introduced March 9, 2023, Regular Council Meeting)  
Ordinance No. 23-208  
**Sponsors:**     ITS  
**Attachments:** [Madison County District donation.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.     [2023-088](#)     Resolution authorizing travel expenses.  
Resolution No. 23-226  
**Sponsors:**     Finance  
**Attachments:** [Travel Resolution Complete](#)
- b.     [2023-089](#)     Resolution authorizing the acceptance of donations.  
Resolution No. 23-227  
**Sponsors:**     Finance  
**Attachments:** [Donations-Complete](#)
- c.     [2023-090](#)     Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and GovOS, Inc. for Business Licensing and Tax Software Solution. This will be a SAAS product (Software as a Service).  
Resolution No. 23-228  
**Sponsors:**     Finance  
**Attachments:** [Resolution - GovOS Complete](#)

- d.     [2023-091](#)     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. 23-229  
**Sponsors:**     Finance  
**Attachments:** [Resolution Procurement Complete](#)
- e.     [2023-092](#)     Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and the lowest responsible bidder, Wiregrass Construction Company, Inc. for the provision of services for the Resurfacing of Residential Streets FY2023 Phase 2 project.  
Resolution No. 23-230  
**Sponsors:**     Finance  
**Attachments:** [Resolution - Wiregrass Construction Company-Complete](#)
- f.     [2023-093](#)     Resolution authorizing the Mayor and the Director of Finance to renew or update existing Contracts or Agreements with current banking institutions.  
Resolution No. 23-231  
**Sponsors:**     Finance  
**Attachments:** [Banking Resolution Complete](#)
- g.     [2023-094](#)     Resolution setting Bond for the City Clerk and the Director of Finance of the City of Huntsville.  
Resolution No. 23-232  
**Sponsors:**     Administration  
**Attachments:** [2023-03-23 Bonding Resolution.pdf](#)
- h.     [2023-095](#)     Resolution to approve the reappointment of Judge Sybil Cleveland as full-time judge to the Municipal Court of the City of Huntsville for a term of four years with a term to being May 27, 2023.  
Resolution No. 23-233  
**Sponsors:**     Meredith  
**Attachments:** [Cleveland 2023 renewal.docx](#)
- i.     [2023-096](#)     Resolution authorizing the Mayor to enter into a Contract between the City of Huntsville and the low bidder, SJ&L General Contractor, L.L.C., for Sidewalk Installation-Variou Locations, Project No. 71-23-SW01.  
Resolution No. 23-234  
**Sponsors:**     Engineering  
**Attachments:** [SJ&L Sidewalk Installation-Variou Locations complete.pdf](#)

- j.     [2023-097](#)     Resolution to appoint certain department head to department position to serve with the Mayor's term of office.  
Resolution No. 23-235  
  
      **Sponsors:**     Human Resources  
      **Attachments:** [2023-03-23 Appointment Documents.pdf](#)
- k.     [2023-098](#)     Resolution authorizing the Mayor to enter into a Preliminary Engineering Services Agreement between the City of Huntsville and Norfolk Southern Railway Company for Proposed Crossing Modifications across Norfolk Southern at Holmes Avenue, Project No. 71-23-SP15 (AAR-DOT #731808J).  
Resolution No. 23-236  
  
      **Sponsors:**     Engineering  
      **Attachments:** [Norfolk Southern Holmes Ave Crossing Holmes Ave. complete.pdf](#)
- l.     [2023-099](#)     Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Garver, L.L.C., for Engineering Design Services for Apollo Park, Phase 3, Project No. 71-23-SP16.  
Resolution No. 23-237  
  
      **Sponsors:**     Engineering  
      **Attachments:** [Garver Apollo Park Phase 3 complete.pdf](#)
- m.     [2023-100](#)     Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Garver, L.L.C. for Land Surveying Services for Sanitary Sewer Manhole Mapping, Project No. 71-23-SP14.  
Resolution No. 23-238  
  
      **Sponsors:**     Water Pollution  
      **Attachments:** [Land Surveying for Sanitary Sewer MH Mapping-CONTRACT](#)
- n.     [2023-101](#)     Resolution authorizing the Mayor to enter into a Standard Agreement between the City of Huntsville and Bostick Landscape Architects, LLC, for architectural services for the Hays Farm Central Park.  
Resolution No. 23-239  
  
      **Sponsors:**     General Services  
      **Attachments:** [CompleteBostick-Hays Farm Central Park.pdf](#)
- o.     [2023-102](#)     Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Family Services Center, Inc. for the new construction of a single-family house located at 2803 Chrenshaw Drive NW, using HOME funds.  
Resolution No. 23-240  
  
      **Sponsors:**     Community Development  
      **Attachments:** [2803 CHRENSHAW DRIVE NW - FINAL.pdf](#)
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- p.     [2023-103](#)     Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and Bankhead Atlanta Boxing Academy, Inc., for the Southern Soul Memorial Day Weekend Festival.  
Resolution No. 23-241  
  
          **Sponsors:**     Parks & Recreation  
          **Attachments:** [Southern Soul Mem Day Wknd Festival Complete.pdf](#)
- q.     [2023-104](#)     Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and Shop Black City Tour, LLC, for the Shop Black Fest.  
Resolution No. 23-264  
  
          **Sponsors:**     Parks & Recreation  
          **Attachments:** [Shop Black City Tour Complete.pdf](#)
- r.     [2023-105](#)     Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Caroline Swope d/b/a Kingstree Studios for a Historical Resource Survey of Terry Heights Phase I.  
Resolution No. 23-242  
  
          **Sponsors:**     Planning  
          **Attachments:** [Terry Heights Phase I \\_Full.pdf](#)
- s.     [2023-106](#)     Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Caroline Swope d/b/a Kingstree Studios for a national register of historic places nomination of the Whitesburg Estates.  
Resolution No. 23-243  
  
          **Sponsors:**     Planning  
          **Attachments:** [whitesburg Estates .pdf](#)
- t.     [2023-107](#)     Resolution authorizing the City Clerk to invoke First Bank Letter of Credit No. 2410074827 for Villas in Greenlawn Phase 1 Subdivision.  
Resolution No. 23-244  
  
          **Sponsors:**     Legal  
          **Attachments:** [Greenlawn LOC res Complete.pdf](#)
- u.     [2023-108](#)     Resolution authorizing the City Clerk to invoke Bank of Frankewing Letter of Credit No. 15321700 for Monte Sano Cove Subdivision.  
Resolution No. 23-245  
  
          **Sponsors:**     Legal  
          **Attachments:** [Monte Sano Cove LOC res Complete.pdf](#)
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- v.      [2023-109](#)      Resolution authorizing the City Clerk to invoke Southern States Bank Letter of Credit No. 500073670 for Crown Creek Village Phase 1 Subdivision.  
Resolution No. 23-246  
  
         **Sponsors:**      Legal  
         **Attachments:** [Crown Creek LOC res Complete.pdf](#)
- w.      [2023-110](#)      Resolution authorizing the City Clerk to invoke Synovus Bank Letter of Credit No. 1625729040 for Monteagle Cove Phase 2 Subdivision.  
Resolution No. 23-247  
  
         **Sponsors:**      Legal  
         **Attachments:** [Monteagle Cove LOC res Complete.pdf](#)
- x.      [2023-111](#)      Resolution authorizing City Attorney to settle the claim of Project Resources Group (Claim No. FY22-153).  
Resolution No. 23-248  
  
         **Sponsors:**      Legal  
         **Attachments:** [Project Resources Group Resolution.pdf](#)
- y.      [2023-112](#)      Resolution authorizing the Mayor to enter into a License Agreement between the City of Huntsville and North Alabama Zoological Society for the operation of a Nature Camp at Hays Nature Preserve.  
Resolution No. 23-249  
  
         **Sponsors:**      Landscape Management  
         **Attachments:** [North Alabama Zoological Society Complete](#)
- z.      [2023-113](#)      Resolution requesting the Mayor make application to the United States Department of Transportation, Federal Transit Administration, Grant Application No. WS00800737 for said financial assistance from Section 5339(b).  
Resolution No. 23-250  
  
         **Sponsors:**      Parking/Public Transit  
         **Attachments:** [Grant application 5339B complete](#)
- aa.     [2023-114](#)      Resolution authorizing the Mayor to enter into an End User License Agreement between the City of Huntsville and Grayshift, LLC  
Resolution No. 23-251  
  
         **Sponsors:**      Police  
         **Attachments:** [Complete File- 2023](#)

- ab.     [2023-115](#)     Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Huntsville and the Bureau of Alcohol, Tobacco, Firearms and Explosives.  
Resolution No. 23-252  
**Sponsors:**     Police  
**Attachments:** [Complete File- 2023](#)
- ac.     [2023-116](#)     Resolution authorizing the Mayor to enter into a Professional Services Agreement between the City of Huntsville and Merrill Hudnall DVM.  
Resolution No. 23-253  
**Sponsors:**     Animal Services  
**Attachments:** [23-24 Dr Hudnall Professional Services Agreement.pdf](#)
- ad.     [2023-117](#)     Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Kelly Jo Gunn.  
DELETED  
**Sponsors:**     Animal Services  
**Attachments:** [Scan of Special Employee agreement.pdf](#)
- ae.     [2023-118](#)     Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Daniel Shea.  
Resolution No. 23-255  
**Sponsors:**     Natural Resources  
**Attachments:** [Shea Complete Packet](#)
- af.     [2023-119](#)     Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Randall Stewart.  
Resolution No. 23-256  
**Sponsors:**     Water Pollution  
**Attachments:** [Special Employee Agreement-Randall Stewart CONTRACT](#)
- ag.     [2023-120](#)     Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Gerrienne Boatright.  
Resolution No. 23-257  
**Sponsors:**     Fire and Rescue  
**Attachments:** [Gerrienne Boatright 2023 Complete.pdf](#)

**21. NEW BUSINESS ITEMS FOR INTRODUCTION**

- a. [2023-121](#) Introduction of an Ordinance amending Chapter 3, Article II, Subsection (d)(1) of Section 3-31 of the Code of Ordinances of the City of Huntsville, AL to modify hours of operation within the Bridge Street Arts and Entertainment District.  
Ordinance No. 23-258  
**Sponsors:** Planning  
**Attachments:** [A&E Hours Bridge Street\\_full.pdf](#)
- b. [2023-122](#) Introduction of an ordinance to amend Ordinance No. 89-79, Classification and Salary Plan Ordinance.  
Ordinance No. 23-259  
**Sponsors:** Human Resources  
**Attachments:** [2023-03-23 89-79 Classification Plan.pdf](#)
- c. [2023-123](#) Introduction of an Ordinance to declare certain property located around the area of the old J.O. Johnson High School as surplus and authorizing and directing its sale to Stanley Developers, LLC.  
Ordinance No. 23-260  
**Sponsors:** Urban Development  
**Attachments:** [Stanley Developers Surplus Property Ordinance Complete.pdf](#)
- d. [2023-124](#) Introduction of an Ordinance declaring certain equipment surplus and to be sold at public auction.  
Resolution No. 23-261  
**Sponsors:** Fleet Department  
**Attachments:** [Fowler Auction May Surplus.pdf](#)
- e. [2023-125](#) Introduction of an Ordinance declaring certain equipment surplus and is no longer needed for public or municipal use, and to be donated to The Huntsville & Madison County Railroad Authority.  
Ordinance No. 23-262  
**Sponsors:** Traffic Engineering  
**Attachments:** [Complete Item](#)
- f. [2023-126](#) Introduction of an ordinance declaring certain property surplus and to be donated to Crime Stoppers  
Ordinance No. 23-263  
**Sponsors:** Police  
**Attachments:** [Crime Stoppers Vehicle Ordinance](#)
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**22. SECOND ROSTER PUBLIC COMMENTS**

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

**23. ADJOURNMENT*****Agenda Disclaimer***

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# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-076

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**Department:** Clerk-Treasurer

**Subject:**

**Type of Action:** Approval/Action

Minutes of Regular Meeting of the City Council held March 9, 2023. (Minutes Received)

**Type of Document:**

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** N/A

**Total Cost:** N/A

**Special Circumstances:**

**Grant Funded:** N/A

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-077

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**Department:** Administration

**Subject:**

**Type of Action:** Presentation

Presentation of Life Saving Medal. (HPD)

**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:**







# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-078

---

**Department:** Finance

**Subject:**

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

Presentation by The Legacy Center, Inc.

**Type of Document:** Choose an item.

**Finance Information:**N/A

**Account Number:** N/A

**City Cost Amount:** N/A

**Total Cost:** N/A

**Special Circumstances:**

**Grant Funded:** \$

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

**Resolution #:** Click or tap here to enter text.

**Location: (list below)**

**Address:**

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

**Additional Comments:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-079

---

**Department:** Finance

**Subject:**

**Type of Action:** Presentation

Presentation by Partnership for a Drug Free Community.

**Type of Document:** Choose an item.

**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:** 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:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-075

---

**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution to set a public hearing on the zoning of 3.47 acres of land lying on the North side of Winchester Rd. and East of Bradford Ln. to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set March 23, 2023 Regular Council Meeting)

Resolution No.

Ordinance No.

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

If yes, please list preferred date(s) of publication: Resolution: February 22 & March 1; Ordinance: March 29

**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:** (list below)

**Address:** N/A

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

**Additional Comments:**

Recommended by Planning Commission



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 2/9/2023

**File ID:** TMP-2516

---

**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution to set a public hearing on the zoning of 3.47 acres of land lying on the north side of Winchester Rd and east of Bradford Ln. to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set March 23, 2023 Regular Council Meeting)

Resolution No. & Ordinance No.

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

If yes, please list preferred date(s) of publication: Resolution: February 22 & March 1; Ordinance: March 29

**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:** (list below)

**Address:** none

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

**Additional Comments:**

Recommended by Planning Commission

## **RESOLUTION NO. 23-**

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

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

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

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

- (1) The zoning of 3.47 acres of land lying on the north side of Winchester Rd and east of Bradford Ln. 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 22<sup>nd</sup> day of February, 2023, and the second publication shall be one week thereafter on the 1<sup>st</sup> day of March, 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 23<sup>rd</sup> day of March, 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-\_\_\_\_, which is introduced by the City Council of the City of Huntsville on the 9<sup>th</sup> day of February, 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-

### 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 north side of Winchester Rd and east of Bradford Ln., 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 Sections 34 and 35, Township 2 South, Range 1 east of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama, more particularly described as beginning at a point located at the Southeast corner of said Section 34; thence North 4 Degrees 53 Minutes 34 Seconds West 174.00 feet to a point; said point is further described as the Point of True Beginning; thence North 1 Degrees 3 Minutes 54 Seconds East 698.39 feet to a point; thence South 89 Degrees 6 Minutes 10 Seconds East 231.37 feet to a point; thence South 0 Degrees 11 Minutes 39 Seconds West 434.41 feet to a point; thence South 1 Degrees 50 Minutes 30 Seconds East 140.17 feet to a point; thence South 63 Degrees 26 Minutes 6 Seconds West 69.88 feet to a point; thence South 64 Degrees 5 Minutes 37 Seconds West 101.33 feet to a point; thence South 64 Degrees 30 Minutes 43 Seconds West 103.79 feet to the Point of True Beginning and containing 3.47 acres more or less.

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

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

**ADOPTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 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



**ADOPTED** this the \_\_\_\_ day of \_\_\_\_\_, 2023.

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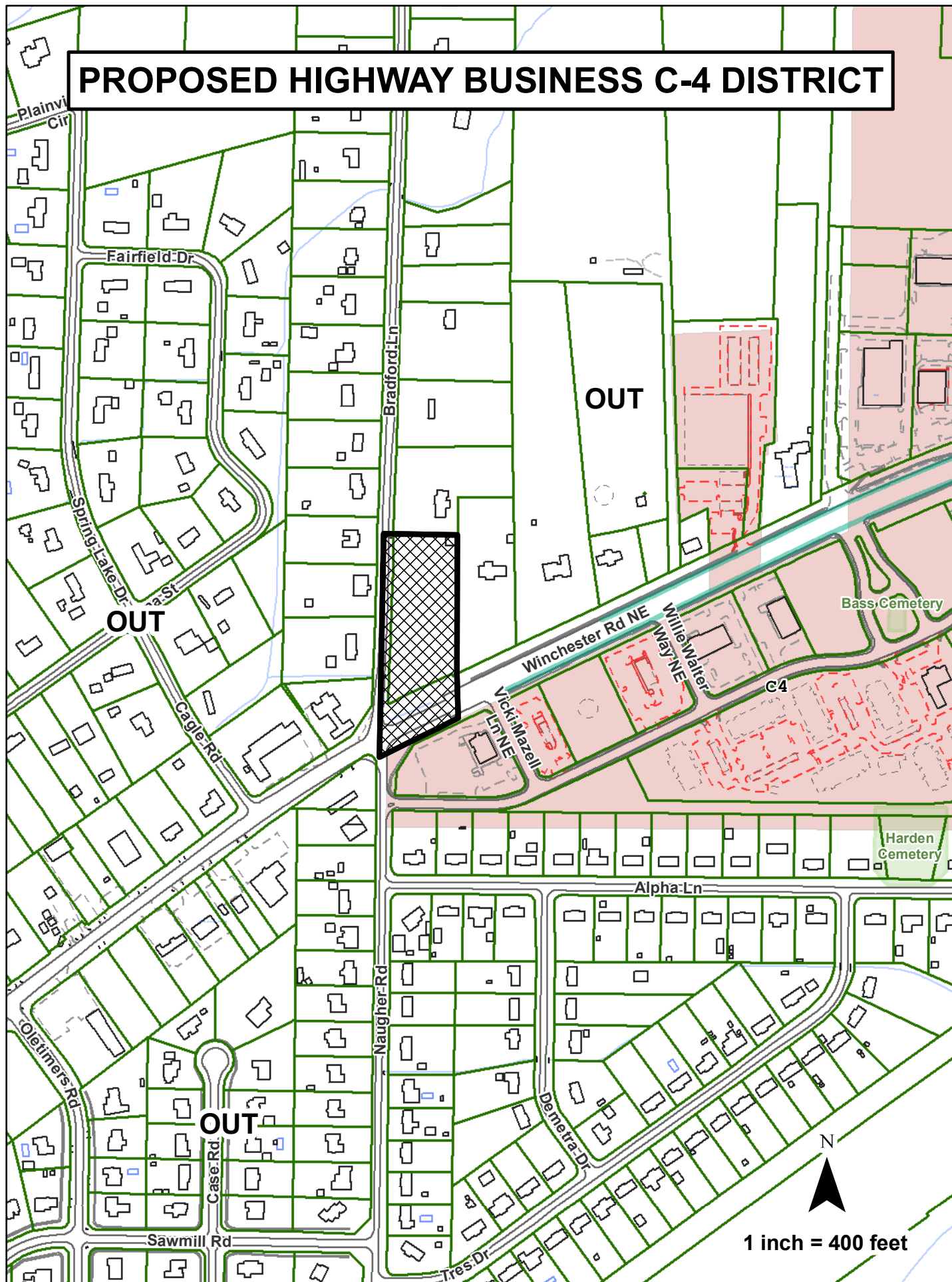
President of the City Council of  
the City of Huntsville, Alabama.

**APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Mayor of the City of Huntsville, Alabama

# PROPOSED HIGHWAY BUSINESS C-4 DISTRICT





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-080

---

**Department:** Community Development

**Subject:**

**Type of Action:** Approval/Action

Public Hearing authorizing the Director of Finance to assess the cost of cutting overgrown grass and/or weeds against certain properties; and consideration of a Resolution pertaining to the same.

**Type of Document:** Resolution No.

**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: (list below)**

**Address:** Various properties throughout the city

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

**Additional Comments:**

This Resolution authorizes an assessment for the 1 property listed in Attachment A. (\$370.06)





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2696

---

**Department:** Community Development

**Subject:**

**Type of Action:** Approval/Action

Public Hearing authorizing the Director of Finance to assess the cost of cutting overgrown grass and/or weeds against certain properties; and consideration of a Resolution pertaining to the same.

**Type of Document:** Resolution No.

**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: (list below)**

**Address:** Various properties throughout the city

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

**Additional Comments:**

This Resolution authorizes an assessment for the 1 property listed in Attachment A. (\$370.06)

## **RESOLUTION NO. 23-**

**WHEREAS**, the Manager or of Community Development for the City of Huntsville, Alabama, has executed all procedural requirements contained in the City of Huntsville Code of Ordinances, Chapter 27, Article III entitled "Weeds and Overgrown Grass"; and

**WHEREAS**, the Manager of Community Development for the City of Huntsville, Alabama, has determined a nuisance to exist upon, in front of, or on property hereinafter more particularly identified; and

**WHEREAS**, the nuisance was subsequently removed by the City and the owner was mailed a copy of the report of cost of removal and notified by letter that an assessment would be placed against subject property for nonpayment of removal cost by a stipulated date; and

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

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

**BE IT FURTHER RESOLVED**, by the City Council of the City of Huntsville, Alabama, that the Manager of Community Development, or his/her appointed designee, is hereby authorized to file in the Office of the Judge of Probate of Madison County, Alabama, a lien instrument known as "Notice of Property Assessment, City of Huntsville - Ordinance No. 86-294" on all properties listed in Attachment A of this Resolution, in the amounts indicated plus any recording or filing fees and plus any legal late penalty fees as determined by the Division of Community Development of the City of Huntsville, Alabama.

**RESOLUTION NO. 23- (Cont.)**

**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,  
Alabama

## RESOLUTION NO.

Attachment A

### LOTS CUT BY CITY

Name and Address of Property Owner	Property Location and Description	Date of Removal	Amount Charged
---------------------------------------	--------------------------------------	--------------------	-------------------

The Huckabee Company of Huntsville LLC 8211 Katy Hwy Apt 32 Houston, TX 77024	3709 MCVAY ST SW	12-19-2022	\$370.06
--	------------------	------------	----------

SEC 10 T4 R1W PART OF THE SW 1/4 OF SEC 10 DESC AS COM AT THE SW COR OF  
SD SEC TH E 392 FT TH N 245 FT TH E TO THE E MAR OF MCVAY ST & THE POB  
TH N ALG SD MAR 174.91 FT TH E 143 FT TH S 174.91 FT TH W 144 FT TO THE POB  
PPIN: 56351 PARCEL: 1702103004041000





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-081

---

**Department:** Community Development

**Subject:**

**Type of Action:** Approval/Action

Public hearing authorizing the Director of Finance to assess the cost for the cleanup and removal of a junk public nuisance located at 902 Cole Dr. SE, Huntsville, Alabama, and consideration of a Resolution pertaining to same.

**Type of Document:** Resolution No.

**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: (list below)**

**Address:** 902 Cole Dr SE

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

**Additional Comments:**

Public Hearing on a Resolution authorizing the Director of Finance to assess the cost for the cleanup and removal of a junk public nuisance located at 902 Cole Dr SE Huntsville, AL. (\$5,763.49)





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2699

---

**Department:** Community Development

**Subject:**

**Type of Action:** Approval/Action

Public hearing authorizing the Director of Finance to assess the cost for the cleanup and removal of a junk public nuisance located at 902 Cole Dr. SE, Huntsville, Alabama, and consideration of a Resolution pertaining to same.

**Type of Document:** Resolution No.

**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: (list below)**

**Address:** 902 Cole Dr SE

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

**Additional Comments:**

Public Hearing on a Resolution authorizing the Director of Finance to assess the cost for the cleanup and removal of a junk public nuisance located at 902 Cole Dr SE Huntsville, AL. (\$5,763.49)

**RESOLUTION NO. 23-\_\_\_\_\_**

**WHEREAS**, by Resolution No. 22-744, the City Council of the City of Huntsville, a municipal corporation in the State of Alabama, authorized the Manager of Community Development of the City of Huntsville, Alabama to remove a public nuisance on property hereinafter more particularly identified; and

**WHEREAS**, the City subsequently removed the nuisance pursuant to Resolution No. 22-744, dated 9/22/2022; and

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

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

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

**BE IT FURTHER RESOLVED**, by the City Council of the City of Huntsville, Alabama, that the Manager of Community Development, or his/her appointed designee, is hereby authorized, requested and directed to file in the Office of the Judge of Probate of Madison County, Alabama, a certified copy of this Resolution along with a lien instrument known as "Notice of Property Assessment, City of Huntsville – State Act No. 71-1320" on all properties listed in Attachment A of this Resolution, in the amounts indicated plus any recording or filing fees and plus any legal late penalty fees as determined by the Department of Community Development of the City of Huntsville, Alabama.

**ADOPTED** this the 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, Alabama

RESOLUTION NO. 23-\_\_\_\_\_

Attachment A, Page 1

ABATEMENT OF PUBLIC NUISANCE BY CITY

Name and Address of Property Owner	Property Location and Description	Date of Removal	Amount Charged
Harold Lee Reed 902 Cole Dr SE Huntsville, AL 35802	902 Cole Dr SE	12-20-2022	\$5,763.49

LOT 15 BL 4 BEL AIR ADD  
PPIN: 60330 PARCEL: 1804194002020000

**WORK ORDER NO. 23-2**☒ CC Resolution☐ Owner Agreed☒ CD Notice☐ REHAB-DMP**RE: 902 Cole Dr SE**

PPIN: 60330 PARCEL: 1804194002020000

☒ CLEAN-UP ☐ CUT GRASS ☐ BOARD & SECURE ☐ DEMOLITION ☐ GRAFFITI ☐ DRAIN & FILL

Special Instructions: Remove debris.

Equipment Needed: ☐ MOWER ☐ BUSHHOG ☐ STRING TRIMMER

Property Owner(s): Harold Lee Reed

Customer No: 587890

Mailing Address: 902 Cole Dr SE Huntsville AL 35802

(1 prior invoice)

**RE: Notice No. 22-4946PN, dated 8/30/2022****\*\*\*\*\* CREW'S REPORT \*\*\*\*\***

DATE JOB COMPLETED: 12/20/2022

TIME IN: \_\_\_\_\_

TIME OUT: \_\_\_\_\_

EQUIPMENT / MAT'L USED	EMPLOYEE	TIME SPENT (IN MINUTES) / QTY
SWDA landfill tickets		1
PWS / equipment cost		1
PWS / Labor cost		1

**COMMENTS:** (none)**\*\*\*\*\* BILLING CHARGES \*\*\*\*\*****CHARGES:** DUMP FEES ONLY ☐FULL COST ☒NO CHARGE ☐

EQUIPMENT / MAT'L	HOURS / QTY	RATE	OPERATOR RATE	TOTAL \$\$\$\$
SWDA landfill tickets	1	\$686.69	\$0.00	\$686.69
PWS / equipment cost	1	\$2,490.00	\$0.00	\$2,490.00
PWS / Labor cost	1	\$2,436.80	\$0.00	\$2,436.80
ADMINISTRATIVE COSTS:				\$150.00
GRAND TOTAL:				\$5,763.49

**AUTHORIZED BY CITY COUNCIL ON 9/22/2022: RESOLUTION #22-744**

Billing Date: 1/13/2023

Invoice No.: 7030665

**cc:**

Harold Lee Reed  
 1221 Meridian St  
 Huntsville, AL 35801



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-082

---

**Department:** Community Development

**Subject:**

**Type of Action:** Approval/Action

Public hearing authorizing the Director of Finance to assess the cost for the demolition and cleanup of a public nuisance located at 4801 Aubrey Cir NW, Huntsville, Alabama, and consideration of a Resolution pertaining to same.

**Type of Document:** Resolution No.

**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: (list below)**

**Address:** 4801 Aubrey Cir NW

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

**Additional Comments:**

Public Hearing on a Resolution authorizing the Director of Finance to assess the cost for the demolition and cleanup of a public nuisance located at 4801 Aubrey Cir NW, Huntsville, AL. (\$18,118.29)







# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2700

---

**Department:** Community Development

**Subject:**

**Type of Action:** Approval/Action

Public hearing authorizing the Director of Finance to assess the cost for the demolition and cleanup of a public nuisance located at 4801 Aubrey Cir NW, Huntsville, Alabama, and consideration of a Resolution pertaining to same.

**Type of Document:** Resolution No.

**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: (list below)**

**Address:** 4801 Aubrey Cir NW

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

**Additional Comments:**

Public Hearing on a Resolution authorizing the Director of Finance to assess the cost for the demolition and cleanup of a public nuisance located at 4801 Aubrey Cir NW, Huntsville, AL. (\$18,118.29)

## **RESOLUTION NO. 23-**

**WHEREAS**, by Resolution No. 22-883, the City Council of the City of Huntsville, a municipal corporation in the State of Alabama, authorized the Manager of Community Development of the City of Huntsville, Alabama to demolish and remove the structure on property hereinafter more particularly identified; and

**WHEREAS**, the City subsequently removed the structure pursuant to Resolution No. 22-883, dated 11/10/2022; and

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

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

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

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

**RESOLUTION NO. 23- (Cont.)**

**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,  
Alabama

## RESOLUTION NO. 23-

### Attachment A

#### DEMOLITION OF PUBLIC NUISANCE BY CITY

Name and Address of Property Owner	Property Location and Description	Date of Removal	Amount Charged
Willie Hawkins 116 Alexandria Dr Huntsville, AL 35806	4801 Aubrey Cir NW	1-11-2023	\$18,118.29
LOT 34 BL 5 RE S/D OF LOTS 34 & 35 BL 5 BLUE HAVEN 2ND ADD PB PPIN: 2843 PARCEL: 1402103003049000			



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-083

---

**Department:** Community Development

**Subject:**

**Type of Action:** Approval/Action

Public hearing authorizing the Director of Finance to assess the cost for the demolition and cleanup of a public nuisance located 4602 Whitehall Dr NW, Huntsville, Alabama, and consideration of a Resolution pertaining to same.

**Type of Document:** Resolution No.

**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: (list below)**

**Address:** 4602 Whitehall Dr., NW

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

**Additional Comments:**

Public Hearing on a Resolution authorizing the Director of Finance to assess the cost for the demolition and cleanup and removal of a public nuisance located at 4602 Whitehall Dr NW, Huntsville, AL. (\$26,330.52)





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2701

---

**Department:** Community Development

**Subject:**

**Type of Action:** Approval/Action

Public hearing authorizing the Director of Finance to assess the cost for the demolition and cleanup of a public nuisance located 4602 Whitehall Dr NW, Huntsville, Alabama, and consideration of a Resolution pertaining to same.

**Type of Document:** Resolution No.

**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: (list below)**

**Address:** 4602 Whitehall Dr., NW

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

**Additional Comments:**

Public Hearing on a Resolution authorizing the Director of Finance to assess the cost for the demolition and cleanup and removal of a public nuisance located at 4602 Whitehall Dr NW, Huntsville, AL. (\$26,330.52)

## **RESOLUTION NO. 23-**

**WHEREAS**, by Resolution No. 22-471, the City Council of the City of Huntsville, a municipal corporation in the State of Alabama, authorized the Manager of Community Development of the City of Huntsville, Alabama to demolish and remove the structure on property hereinafter more particularly identified; and

**WHEREAS**, the City subsequently removed the structure pursuant to Resolution No. 22-471, dated 7/14/2022; and

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

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

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

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



**RESOLUTION NO. 23- (Cont.)**

**ADOPTED** this the 23rd day of March, 2023.

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

**APPROVED** this the 23rd day of March, 2023.

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Mayor of the City of Huntsville,  
Alabama

**RESOLUTION NO. 23-**

Attachment A

DEMOLITION OF PUBLIC NUISANCE BY CITY

Name and Address of Property Owner	Property Location and Description	Date of Removal	Amount Charged
Heirs of Ruth L. Jackson 4602 Whitehall Dr NW Huntsville, AL 35816	4602 Whitehall Dr NW	12-8-2022	\$26,330.52
Lot 2 Block 3 Westchesser S/D 1st Sector PPIN: 17104 PARCEL: 1408282002038000			



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-084

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**Department:** Public Transit

**Subject:**

**Type of Action:** Introduction

Resolution to set a public hearing for Rhonda Norris d/b/a Bama Limousine, for the operation of two (2) limousines.

**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:**

A recommended hold hearing date is April 13, 2023.





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2707

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**Department:** Public Transit

**Subject:**

**Type of Action:** Introduction

Resolution to set a public hearing for Rhonda Norris d/b/a Bama Limousine, for the operation of two (2) limousines.

**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:**

A recommended hold hearing date is April 13, 2023.

**RESOLUTION NO. 23 - \_\_\_\_\_**

**WHEREAS**, an application has been made by Rhonda Norris d/b/a Bama Limousine LLC a certification of public convenience and necessity for the operation of two (2) limousines in the City of Huntsville, and

**WHEREAS**, Ordinance No. 75-243 provides for the publication of a notice that such application has been made and setting a date for a public hearing.

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

1. That the intent of the City Council of the City of Huntsville, Alabama to consider whether a public convenience and necessity justifies the issuance of a limousine license to Rhonda Norris d/b/a Bama Limousine LLC for the operation of two (2) limousines is hereby declared.
2. That the City Council of the City of Huntsville shall meet at 5:30 P.M. on the 13th day of April, 2023, at the Council Hall or at such other place announced by the Council in the City of Huntsville for the purpose of holding a public hearing on the question of whether public convenience and necessity justifies the issuance of a limousine license to Rhonda Norris d/b/a Bama Limousine LLC, the operation of two (2) limousines, at which time all parties may appear in person, by agent, or by attorney for the purpose of voicing objections or remonstrations.
3. That this resolution shall be published in the Speakin' Out News, a newspaper of general circulation within the City of Huntsville, Alabama, said publication to be not less than seven days prior to the date of this hearing.

**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



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-085

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**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:** \$22,376,348.07

**Total Cost:** \$22,376,348.07

**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:** \$22,376,348.07



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2193

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**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:** \$22,376,348.07

**Total Cost:** \$22,376,348.07

**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:** \$22,376,348.07



**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:

\$22,376,348.07

**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 23<sup>rd</sup> day of March, 2023.

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

**APPROVED** this the 23<sup>rd</sup> day of March, 2023.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama

\_\_\_\_\_  
Finance Committee Chairman

FROM 2/25/23 through 3/10/23

CITY COUNCIL MEETING

03/23/23

FUND ACCOUNT	FUND NAME	AMOUNT
1000	GENERAL FUND	\$ 10,029,549.71
1005	HEALTH & LIFE BENEFITS	\$ 373,991.38
1010	GENERAL RESTRICTED DONATIONS	\$ 2,677.62
2000	PUBLIC TRANSIT	\$ 276,674.37
2001	PUBLIC TRANSIT STATION GRANT	\$ -
2100	COMMUNITY DEV BLOCK GRANT	\$ 86,829.05
2101	COMMUNITY DEV COVID	\$ 292,107.77
2200	COMMUNITY DEV HOUSING	\$ -
2201	COMMUNITY DEV ARP	\$ -
2300	OTHER GRANTS	\$ -
2500	OTHER GRANTS	\$ 112,714.11
3000	6.5 MILL DEBT PROPERTY TAX	\$ 201,017.87
3010	6.5 MILL SCHOOL PROPERTY TAX	\$ 943,437.60
3020	1990 CAPITAL IMPROVEMENTS	\$ 935,399.82
3030	1990 SCHOOL SUPPORT	\$ -
3040	LODGING & LIQUOR TAXES	\$ 252,900.04
3050	1% LODGING TAX 2003	\$ -
3060	1% LODGING TAX 2013	\$ 2,500.00
3080	2014 CAPITAL IMPROVEMENTS	\$ 1,025,297.96
3202	TIF 2	\$ 36,305.57
3203	TIF 3A	\$ -
3204	TIF 4	\$ -
3205	TIF 5	\$ 1,037,214.40
3206	TIF 6	\$ -
3207	TIF 7	\$ 93,971.62
3300	4 & 5 CENT STATE GASOLINE TAX	\$ -
3310	7 CENT STATE GASOLINE TAX	\$ 9,443.19
3400	FEDERAL COURT ASSET FORFEITURE	\$ -
3420	CIRCUIT COURT ASSET FORFEITURE	\$ -

3430	STAC SEIZURE-CIR COURT	\$	398.48
3435	STAC SEIZURE-FED COURT	\$	-
3510	COURT VICTIM RESTITUTION	\$	4,000.00
3520	COURT \$2 REVENUE	\$	-
3560	CEMETERY PERPETUAL CARE	\$	2,775.00
3700	CUMMINGS RESEARCH PARK	\$	2,182.50
3900	EMERGENCY MANAGEMENT AGENCY	\$	34,533.28
3910	ALABAMA CONSTITUTION VILLAGE	\$	37,986.29
3930	BURRITT MEMORIAL COMMITTEE	\$	35,851.27
3950	PBA - DEBT SERVICE	\$	-
4010	2020E TIF WARRANTS	\$	-
4011	PBA AMPHITHEATER	\$	-
4012	2021 FUTURE PROJECT BORROW	\$	-
4013	2022 FUTURE PROJECT BORROW2	\$	1,128,234.80
4014	VBC - CAPITAL PROJECTS	\$	-
4015	PBA - NEW CITY HALL	\$	307,951.58
4016	2022 VBC DEBT BORROW	\$	-
4017	2023 FUTURE PROJECT BORROW	\$	-
5000	DEBT SERVICE	\$	-
6000	WATER POLLUTION CONTROL	\$	1,138,049.03
6010	WPC CMOM RESERVE	\$	2,922.00
6020	WPC R&R RESERVE	\$	66,109.80
6030	WPC ECONOMIC DEVELOPMENT	\$	408,426.58
6040	WPC 2005 ECONOMIC DEVELOPMENT	\$	3,703.38
6050	WPC FUTURE DEBT	\$	2,435,020.78
6200	SANITATION	\$	672,157.20
6500	PBA - AMPHITHEATER	\$	170,106.00
7000	POST-RETIREMENT BENEFITS TRUST	\$	239,880.52
7100	EMPLOYEE FLEXIBLE BENEFIT PLAN	\$	(25,972.50)
<b>TOTAL</b>		<b>\$</b>	<b>22,376,348.07</b>

## Vendor Expense Report

02/25/2023 through 03/10/2023

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Effective Date	Amount
1000	A-1 GLASS & AUTO LLC	1000-15-15100-513030-00000000-	1006396	COM TX 022823/1006396	84846	03/01/2023	150.00
		1000-15-15100-513030-00000000-	1006396	COM TX 022823/1006396	84846	03/01/2023	185.00
		1000-15-15100-513030-00000000-	1006396	COM TX 022823/1006396	84846	03/01/2023	200.00
		<b>Total Paid by Vendor</b>					<b>535.00</b>
	ADMINISTRATIVE OFFICE OF COURTS	1000-00-00000-231402-00000000-	DECEMBER 2022	DECEMBER 2022 MONTHLY REPORT	84827	02/28/2023	9,134.24
		<b>Total Paid by Vendor</b>					<b>9,134.24</b>
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-00-00000-210180-00000000-	300573	Payroll Run 1 - Warrant 230305	85032	03/10/2023	22,178.63
		<b>Total Paid by Vendor</b>					<b>22,178.63</b>
	ALABAMA CRIME VICTIMS COMPENSATION COMMISSION	1000-00-00000-231404-00000000-	DECEMBER 2022	DECEMBER 2022 MONTHLY REPORT	84712	02/28/2023	1,150.00
		1000-00-00000-231405-00000000-	DECEMBER 2022	DECEMBER 2022 MONTHLY REPORT	84712	02/28/2023	1,470.00
		<b>Total Paid by Vendor</b>					<b>2,620.00</b>
	ALABAMA DEPARTMENT OF REVENUE	1000-15-15100-515340-00000000-	MUTAG# 022593	MUTAG FOR EQUIPMENT# 022593	84714	02/27/2023	24.25
		1000-15-15100-515340-00000000-	MUTAG# 030716	MU TAG FOR EQUIPMENT# 030716	84849	03/02/2023	24.25
		1000-15-15100-515340-00000000-	MUTAG# 022434	MU TAG FOR EQUIPMENT# 022434	84849	03/02/2023	24.25
		1000-15-15100-515340-00000000-	MUTAG# 022533	MU TAG FOR EQUIPMENT# 022533	84849	03/02/2023	24.25
		1000-15-15100-515340-00000000-	MUTAG# 022541	MU TAG FOR EQUIPMENT# 022541	84849	03/02/2023	24.25
		1000-00-00000-210180-00000000-	300575	Payroll Run 1 - Warrant 230305	85034	03/10/2023	403.20
		1000-00-00000-210130-00000000-	FEB 2023 STATE TAX	STATE TAX PAYMENT FOR FEB 2023	84843	03/01/2023	466,192.30
		<b>Total Paid by Vendor</b>					<b>466,716.75</b>
	ALABAMA FIRE COLLEGE AND PERSONNEL	1000-42-42100-515050-00000000-	90352	FIRE INSPECTOR BOOKS	84850	03/02/2023	1,145.60
		<b>Total Paid by Vendor</b>					<b>1,145.60</b>
	ALABAMA FLAG & BANNER	1000-42-42100-515340-00000000-	338601	STATION FLAGS	90000514	03/03/2023	429.00
		<b>Total Paid by Vendor</b>					<b>429.00</b>
	ALABAMA LINE LOCATION CENTER INC.	1000-75-75100-515370-00000000-	0223061	MONTHLY PARTICIPATION ***BLANKET PO***	PCard	03/08/2023	2,418.60
		<b>Total Paid by Vendor</b>					<b>2,418.60</b>
	ALABAMA PEACE OFFICERS	1000-00-00000-231300-00000000-	DECEMBER 2022	DECEMBER 2022 MONTHLY REPORT	84713	02/28/2023	3,681.00
		1000-00-00000-231301-00000000-	DECEMBER 2022	DECEMBER 2022 MONTHLY REPORT	84713	02/28/2023	798.00
		<b>Total Paid by Vendor</b>					<b>4,479.00</b>
	ALABAMA PEACE OFFICERS ANNUITY & BENEFIT FUND	1000-00-00000-210200-00000000-	300571	Payroll Run 1 - Warrant 230305	85033	03/10/2023	1,320.00
		<b>Total Paid by Vendor</b>					<b>1,320.00</b>
	ALBERTVILLE MULCH COMPANY LLC	1000-52-52700-513010-00000000-	10654	MULCH FOR SOUTH (ELLIOTT)	90000515	03/02/2023	1,400.00
		<b>Total Paid by Vendor</b>					<b>1,400.00</b>
	ALERT-ALL CORPORATION	1000-42-42100-515520-00000000-	223020159	SAFETY STICKERS AND COLORING BOOKS	PCard	03/07/2023	2,974.00
		<b>Total Paid by Vendor</b>					<b>2,974.00</b>
	ALL SHARPE INC	1000-15-15100-513030-00000000-	49909	COM TX 022723/49909	84852	03/01/2023	300.00
		1000-15-15100-513030-00000000-	49910	COM TX 022723/49910	84852	03/01/2023	120.00
		1000-15-15100-513030-00000000-	49911	COM TX 022723/49911	84852	03/01/2023	120.00
		1000-15-15100-513030-00000000-	49912	COM TX 022723/49912	84852	03/01/2023	120.00
		1000-15-15100-513030-00000000-	49913	COM TX 022723/49913	84852	03/01/2023	120.00
		1000-15-15100-513030-00000000-	49914	COM TX 022723/49914	84852	03/01/2023	300.00
		1000-15-15100-513030-00000000-	49915	COM TX 022723/49915	84852	03/01/2023	80.00
		1000-15-15100-513030-00000000-	49916	COM TX 022723/49916	84852	03/01/2023	120.00
		1000-15-15100-513030-00000000-	49923	COM TX 030623/49923	PCard	03/07/2023	40.00
		1000-15-15100-513030-00000000-	49924	COM TX 030623/49924	PCard	03/07/2023	80.00
		1000-15-15100-513030-00000000-	49925	COM TX 030623/49925	PCard	03/07/2023	120.00
		1000-15-15100-513030-00000000-	49926	COM TX 030623/49926	PCard	03/07/2023	120.00
		<b>Total Paid by Vendor</b>					<b>1,640.00</b>
	ALLGAS INC	1000-55-55400-514010-00000000-	3393865	FY23 PROPANE BLANKET	PCard	03/08/2023	80.70
		<b>Total Paid by Vendor</b>					<b>80.70</b>
	ALLIED PHOTOCOPY INC	1000-51-00000-515340-00000000-	1146966	BLANKET PURCHASE ORDER FOR LAMINATING CEMETERY MA	84853	03/02/2023	124.00
		1000-19-00000-515400-00000000-	1140172	QUOTE #3410 ANIMAL SERVICE PACKETS POSTAGE-NOV 22	84853	03/02/2023	549.28
		1000-19-00000-515400-00000000-	1146140	ALLIED DIGITAL PRINTING QUOTE #3422	84853	03/02/2023	717.59
		1000-19-00000-515400-00000000-	1141905	ALLIED DIGITAL PRINTING QUOTE #3412	84853	03/02/2023	521.04
		1000-19-00000-515400-00000000-	1147052	ALLIED DIGITAL PRINTING QUOTE #3427	84853	03/03/2023	679.88
		1000-50-00000-515340-00000000-	1146965	BLANKET PO FOR ANIMAL LICENSE RENEWALS	PCard	03/08/2023	1,187.45
		<b>Total Paid by Vendor</b>					<b>3,779.24</b>
	AMANDA ELLIOTT	1000-30-30100-515340-00000000-	806	FLYERS TO PROMATE VARIOUS ACTIVITIES W/IN PARKS &	84854	02/28/2023	250.00

	1000-30-30100-515340-00000000-	806	FLYERS TO PROMATE VARIOUS ACTIVITIES W/IN PARKS &	84854	02/28/2023	550.00
	1000-30-30200-515340-00000000-	806	FLYERS TO PROMATE VARIOUS ACTIVITIES W/IN PARKS &	84854	02/28/2023	50.00
	1000-30-30200-515340-00000000-	806	FLYERS TO PROMATE VARIOUS ACTIVITIES W/IN PARKS &	84854	02/28/2023	75.00
	1000-30-30200-515340-00000000-	811	UPDATE OF PARENT MANUAL (FOR CAMPS) DESIGN	84854	03/02/2023	100.00
	<b>Total Paid by Vendor</b>					<b>1,025.00</b>
AMERICAN OVERHEAD DOOR INC	1000-14-14300-513010-00000000-	35933	2023 BLANKET PO OVERHEAD DOOR REPAIR	90000516	03/02/2023	300.00
	1000-14-14300-513010-00000000-	35938	2023 BLANKET PO OVERHEAD DOOR REPAIR	90000516	03/02/2023	310.00
	<b>Total Paid by Vendor</b>					<b>610.00</b>
AMERICAN VILLAGE CITIZENSHIP TRUST FUND	1000-00-00000-250103-00000000-	DECEMBER 2022	DECEMBER 2022 MONTHLY REPORT	84717	02/28/2023	865.00
	<b>Total Paid by Vendor</b>					<b>865.00</b>
APPLIED CONCEPTS INC	1000-41-41250-515340-00000000-	415117	STATIONARY RADAR-SOD - SOLE SOURCE	84998	03/02/2023	12,307.50
	<b>Total Paid by Vendor</b>					<b>12,307.50</b>
ATHENS UTILITIES	1000-14-14100-515700-00000000-	136-73293-00-0223	2023 BLANKET PO - UTILITIES FOR FS #18	84857	03/06/2023	47.85
	1000-14-14100-515700-00000000-	136-69035-00-0223	2023 BLANKET PO - UTILITIES FOR FS #18	84857	03/06/2023	6.87
	1000-14-14100-515700-00000000-	136-69030-01-0223	2023 BLANKET PO - UTILITIES FOR FS #18	84857	03/06/2023	1,070.39
	<b>Total Paid by Vendor</b>					<b>1,125.11</b>
A-Z OFFICE RESOURCE INC	1000-41-41100-515340-00000000-	5536926-0	704 FIBER STREET NW-ZAC GOSHERT 256-427-7034	90000482	02/28/2023	469.72
	1000-41-41204-515340-00000000-	5530383-2	2820 HOLMES AV NW - TRACEY DUNCAN 256-427-7279	90000482	02/28/2023	44.08
	1000-41-41100-515340-00000000-	5539786-0	704 FIBER STREET NW-ZAC GOSHERT 256-427-7034	90000512	03/02/2023	285.91
	1000-41-41101-515340-00000000-	5519888-2	820 MEMORIAL PKWY N/JANICE TEMPLETON 256-427-7012	90000512	03/02/2023	94.40
	1000-12-12100-515340-00000000-	5539259-0	308 FOUNTAIN CIR 3RD FLR DEE THOMAS 256-427-5085	90000512	03/06/2023	114.25
	1000-12-12100-515340-00000000-	C5539259-0	CREDIT FOR INVOICE# 5539259-0	90000512	03/06/2023	(12.51)
	1000-41-41204-515340-00000000-	5541787-0	2820 HOLMES AV NW/ TRACEY DUNCAN 256-427-7279	90000512	03/07/2023	253.80
	1000-41-41100-515340-00000000-	5536926-1	704 FIBER STREET NW-ZAC GOSHERT 256-427-7034	PCard	03/07/2023	35.60
	1000-12-12100-515340-00000000-	5541033-0	308 FOUNTAIN CIR 3RD FLR TO D THOMAS 256-427-5085	PCard	03/07/2023	117.15
	1000-12-12100-515340-00000000-	5541033-1	308 FOUNTAIN CIR 3RD FLR TO D THOMAS 256-427-5085	PCard	03/07/2023	534.68
	<b>Total Paid by Vendor</b>					<b>1,937.08</b>
B & M HOME SERVICES LLC	1000-14-14300-513010-00000000-	7264012	2023 BLANKET PO APPLIANCE REPAIRS	84785	02/27/2023	156.25
	1000-14-14300-513010-00000000-	7268411	2023 BLANKET PO APPLIANCE REPAIRS	PCard	03/08/2023	438.25
	<b>Total Paid by Vendor</b>					<b>594.50</b>
BAGBY ELEVATOR COMPANY INC	1000-53-53200-513010-PK1020XX-	SCHED0000000297311	BLANKET PO- REG SVC-ELVTR MNT 10/1/2022-9/30/2023	84858	03/07/2023	832.00
	1000-53-53200-513010-PK1040XX-	SCHED00000000297309	BLANKET PO- REG SVC-ELVTR MNT 10/1/2022-9/30/2023	84858	03/07/2023	520.00
	1000-53-53200-513010-PK1030XX-	SCHED00000000297310	BLANKET PO- REG SVC-ELVTR MNT 10/1/2022-9/30/2023	84858	03/07/2023	820.00
	<b>Total Paid by Vendor</b>					<b>2,172.00</b>
BAKER DISTRIBUTING CO	1000-42-42200-515130-00000000-	DT76080	ICE MAKERS SUPPRESSION	84859	03/07/2023	5,888.15
	<b>Total Paid by Vendor</b>					<b>5,888.15</b>
BELLSOUTH TELECOMMUNICATIONS LLC	1000-17-17100-515070-00000000-	256 535-6412-0223	FY23 BLANKET PO ATT MAIN CENTREX FOR COH	84720	02/27/2023	4,729.31
	<b>Total Paid by Vendor</b>					<b>4,729.31</b>
BERRY ANIMAL HOSPITAL	1000-50-00000-515162-00000000-	110333	BLANKET PO RABIES/SPAY/NEUTER	84860	03/01/2023	10.00
	<b>Total Paid by Vendor</b>					<b>10.00</b>
BEST BEST & KRIEGER LLP	1000-18-00000-515372-00000000-	958771	BLANKET - OUTSIDE LEGAL SERVICES	84861	03/03/2023	5,676.00
	<b>Total Paid by Vendor</b>					<b>5,676.00</b>
BLAIR AND SONS INC	1000-53-53200-515340-00000000-	91738	BLANKET PO, KEYS AND LOCKS FOR PARKING FACILITIES	PCard	03/09/2023	98.00
	<b>Total Paid by Vendor</b>					<b>98.00</b>
BLISS PRODUCTS AND SERVICES INC	1000-52-52700-513010-00000000-	23854	PLAYGROUND MULCH (SOUTH, DANIEL)	84863	03/01/2023	9,025.20
	<b>Total Paid by Vendor</b>					<b>9,025.20</b>
BOBBY LEGRONE	1000-19-00000-515190-00000000-	CLM# FY23-070	SETTLEMENT OF CLAIM FY23-070	84864	03/06/2023	2,450.00
	<b>Total Paid by Vendor</b>					<b>2,450.00</b>
BONNIE J MACIORSKI	1000-43-00000-515370-00000000-	4012 1ST SESSION	INST FOR D.D.C. 8HR CLASS ON 02/20/2023	84723	02/27/2023	100.00
	1000-43-00000-515370-00000000-	4012 2ND SESSION	INST FOR D.D.C. 8 CLASS 02/22/2023	84865	02/28/2023	100.00
	<b>Total Paid by Vendor</b>					<b>200.00</b>
BOUND TREE MEDICAL LLC	1000-42-42100-515050-00000000-	84875370	SOUND SIMULATOR FOR STETHOSCOPE TRAINING	PCard	03/07/2023	845.02
	<b>Total Paid by Vendor</b>					<b>845.02</b>
BRADLEY ARANT BOULT CUMMINGS, LLP	1000-18-00000-515372-00000000-	1634080	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/07/2023	35.00
	1000-18-00000-515372-00000000-	1636902	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/08/2023	8,187.50
	1000-18-00000-515372-00000000-	1636901	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/08/2023	1,146.25
	<b>Total Paid by Vendor</b>					<b>9,368.75</b>
BRINDLEE MOUNTAIN FIRE APPARATUS LLC	1000-42-42100-515340-00000000-	00020348	LEASE PAYMENT FOR LADDER TRUCK	84726	02/27/2023	13,500.00
	1000-42-42100-515340-00000000-	00020686	LEASE FOR LADDER TRUCK	84726	02/27/2023	13,500.00
	1000-15-15100-513030-00000000-	00021154	COM TX 030623/00021154	PCard	03/07/2023	1,755.00
	1000-15-15100-513030-00000000-	00021154	COM TX 030623/00021154	PCard	03/07/2023	3,497.26
	1000-15-15100-513030-00000000-	00021156	COM TX 030623/00021156	PCard	03/07/2023	2,218.00

	<b>Total Paid by Vendor</b>					<b>34,470.26</b>
BROOKS LOCK & KEY	1000-14-14300-513010-00000000-	15083	2023 BLANKET PO MEDECO KEY SYSTEM & MISC. PARTS	84866	02/28/2023	30.00
	1000-14-14300-513010-00000000-	15413	2023 BLANKET PO MEDECO KEY SYSTEM & MISC. PARTS	84866	02/28/2023	210.00
	1000-14-14300-513010-00000000-	15426	2023 BLANKET PO MEDECO KEY SYSTEM & MISC. PARTS	84866	03/01/2023	70.00
	1000-14-14300-513010-00000000-	15450	2023 BLANKET PO MEDECO KEY SYSTEM & MISC. PARTS	84866	03/06/2023	10.00
	1000-14-14300-513010-00000000-	15451	2023 BLANKET PO MEDECO KEY SYSTEM & MISC. PARTS	84866	03/06/2023	10.00
	1000-14-14300-513010-00000000-	15517	2023 BLANKET PO MEDECO KEY SYSTEM & MISC. PARTS	PCard	03/09/2023	42.00
	1000-14-14300-513010-00000000-	15516	2023 BLANKET PO MEDECO KEY SYSTEM & MISC. PARTS	PCard	03/09/2023	540.00
	<b>Total Paid by Vendor</b>					<b>912.00</b>
BRUCE GEORGE AVILLA	1000-17-17100-515250-00000000-	616	SOLE SOURCE LASERFICHE SUPPORT RENEWAL 2023-24	84883	02/28/2023	21,550.00
	<b>Total Paid by Vendor</b>					<b>21,550.00</b>
BSL PROFESSIONAL SERVICES INC	1000-14-14310-515370-00000000-	2072	2023 BLANKET PO -RESTORATION SERVICES	84818	02/28/2023	9,818.55
	<b>Total Paid by Vendor</b>					<b>9,818.55</b>
BSN SPORTS LLC	1000-30-30200-515520-00000000-	920459054	EQUIPMENT FOR JLC SPRING CAMP	84867	02/28/2023	35.68
	<b>Total Paid by Vendor</b>					<b>35.68</b>
BUDDYS SMALL ENGINES INC	1000-51-00000-515340-00000000-	151028	(BLANKET) MAPLE HILL/GRASS CUTTING SUPPLIES	84868	03/02/2023	654.35
	<b>Total Paid by Vendor</b>					<b>654.35</b>
BUILDING SPECIALTIES CO INC	1000-14-14300-513010-00000000-	71216500	2023 BLANKET PO KEYS/CYLINDERS ETC. SARGEANT	84728	02/27/2023	468.70
	1000-14-14300-513010-00000000-	71216498	2023 BLANKET PO KEYS/CYLINDERS ETC. SARGEANT	84728	02/27/2023	259.64
	1000-14-14300-513010-00000000-	71216956	2023 BLANKET PO KEYS/CYLINDERS ETC. SARGEANT	PCard	03/09/2023	18.59
	1000-14-14300-513010-00000000-	71216885	2023 BLANKET PO KEYS/CYLINDERS ETC. SARGEANT	PCard	03/09/2023	195.35
	1000-14-14300-513010-00000000-	71216886	2023 BLANKET PO KEYS/CYLINDERS ETC. SARGEANT	PCard	03/09/2023	30.88
	<b>Total Paid by Vendor</b>					<b>973.16</b>
BUTLER ANIMAL HEALTH HOLDING COMPANY LLC	1000-50-00000-515161-00000000-	YL98428	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	84880	03/06/2023	2,409.00
	1000-50-00000-515161-00000000-	YL09733	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	84880	03/06/2023	313.68
	1000-50-00000-515161-00000000-	YL23389	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	84880	03/06/2023	757.60
	1000-50-00000-515161-00000000-	YW28174	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	84880	03/07/2023	380.30
	1000-50-00000-515161-00000000-	YW34753	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	84880	03/07/2023	501.00
	1000-50-00000-515161-00000000-	YW25519	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	84880	03/07/2023	4.35
	1000-50-00000-515161-00000000-	YW29843	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	84880	03/07/2023	133.62
	1000-50-00000-515161-00000000-	YW74343	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	PCard	03/07/2023	5.56
	1000-50-00000-515161-00000000-	YW71801	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	PCard	03/07/2023	1,160.48
	1000-50-00000-515161-00000000-	YW07749	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	PCard	03/07/2023	106.00
	1000-50-00000-515161-00000000-	YW88638	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	PCard	03/07/2023	908.90
	<b>Total Paid by Vendor</b>					<b>6,680.49</b>
C T GARVIN FEED AND SEED	1000-50-00000-515340-00000000-	946349	BLANKET PO BEDDING PELLETS, PET SUPPLIES	84752	02/27/2023	95.88
	1000-51-00000-515340-00000000-	947438	WHEAT STRAW FOR CEMETERY (BLANKET)	84752	02/27/2023	112.50
	1000-50-00000-515340-00000000-	947429	BLANKET PO BEDDING PELLETS, PET SUPPLIES	84906	03/01/2023	113.88
	<b>Total Paid by Vendor</b>					<b>322.26</b>
CALHOUN COMMUNITY COLLEGE	1000-42-42100-515340-00000000-	MARCH 7, 2023	BLANKET BLS CPR CARDS	PCard	03/09/2023	220.00
	<b>Total Paid by Vendor</b>					<b>220.00</b>
CAVANAUGH MACDONALD CONSULTING LLC	1000-13-13100-515370-00000000-	02142023	9/30/22 RPT-GASB STMT #75 & 75 FINANCIAL REPORTING	84730	02/27/2023	2,500.00
	<b>Total Paid by Vendor</b>					<b>2,500.00</b>
CDW GOVERNMENT INC	1000-17-17200-520300-00000000-	GR12736	PUNCH OUT ADOBE NR-DARLENE DUERR	84731	02/28/2023	326.27
	1000-17-17400-520200-00000000-	GX03037	PUNCHOUT HEADSET FOR IT-ROSSER, DATTILLO, REYES,	84731	02/28/2023	1,105.16
	1000-17-17400-520200-00000000-	GV07761	PUNCH OUT PARKING CAMERA MONITORS	PCard	03/07/2023	150.68
	1000-17-17400-520200-00000000-	GV38867	PUNCH OUT PARKING CAMERA MONITORS	PCard	03/07/2023	1,065.76
	<b>Total Paid by Vendor</b>					<b>2,647.87</b>
CELLCO PARTNERSHIP	1000-17-17100-515070-00000000-	9928560651	FY23 BLANKET PO VERIZON SERVICES COH BY ITS	85019	03/07/2023	35,586.54
	1000-17-17100-515070-00000000-	9928560652	FY23 BLANKET PO VERIZON SERVICES COH BY ITS	85019	03/07/2023	2,149.13
	1000-17-17100-515070-00000000-	9928560654	FY23 BLANKET PO VERIZON SERVICES COH BY ITS	85019	03/07/2023	13,898.64
	1000-17-17100-515070-00000000-	9928560653	FY23 BLANKET PO VERIZON SERVICES COH BY ITS	85019	03/07/2023	160.04
	<b>Total Paid by Vendor</b>					<b>51,794.35</b>
CENTURYLINK	1000-17-17100-515070-00000000-	4155294610223	FY23 BLANKET PO FOR CENTURYLINK PRI LINES	84732	02/27/2023	2,051.64
	1000-17-17100-515070-00000000-	4892213630223	FY23 BLANKET PO CENTURYLINK POTS LINE SERVICE COH	84870	03/01/2023	42.13
	<b>Total Paid by Vendor</b>					<b>2,093.77</b>
CI TECHNOLOGIES INC	1000-17-17100-515250-00000000-	11151	IAPRO SW YEARLY RENEWAL FOR PD 2023-24 FOR POLICE	84872	03/01/2023	3,312.24
	<b>Total Paid by Vendor</b>					<b>3,312.24</b>
CINTAS	1000-12-12500-515340-00000000-	4147505298	CINTAS BLANKET PO	84734	02/27/2023	3.10
	1000-15-15100-515340-00000000-	4147627787	3242 LEEMAN FERRY RD SW (BLANKET PO)	84734	02/28/2023	36.48
	1000-15-15100-515340-00000000-	4147763698	4203 E SCHRIMSHER LN (BLANKET PO)	84873	02/28/2023	251.77
	1000-15-15100-515340-00000000-	4148344320	3242 LEEMAN FERRY RD SW (BLANKET PO)	84873	03/07/2023	34.12

	1000-30-30200-515310-00000000-	4142582275	BLANKET-JANITORIAL SERVICES-SHOWERS R/C	PCard	03/07/2023	10.06
	1000-30-30200-515340-00000000-	4144597683	BLANKET-LAUNDRY RENTAL SVCS AT CHALLENGER GYM	PCard	03/07/2023	12.10
	1000-30-30200-515310-00000000-	4145397624	BLANKET-JANITORIAL SERVICES-SHOWERS R/C	PCard	03/07/2023	10.06
	1000-30-30200-515310-00000000-	4148197843	BLANKET-JANITORIAL SERVICES-SHOWERS R/C	PCard	03/07/2023	10.06
	1000-30-30200-515310-00000000-	4147375121	BLANKET-JANITORIAL SERVICES-BRAHAN SPRING R/C	PCard	03/07/2023	7.16
	1000-30-30200-515310-00000000-	4147490778	BLANKET-JANITORIAL SERVICES FOR MAX LUTHER CC	PCard	03/07/2023	13.19
	1000-30-30200-515340-00000000-	4147390037	BLANKET-JANITORIAL SERVICES FOR CALVARY HILL R/C	PCard	03/07/2023	29.42
	1000-30-30200-515310-00000000-	4147487422	BLANKET-JANITORIAL SERVICES FOR THE OPTIMIST R/C	PCard	03/08/2023	21.65
	1000-15-15100-515340-00000000-	4148465850	4203 E SCHRIMSHER LN (BLANKET PO)	PCard	03/09/2023	251.77
	<b>Total Paid by Vendor</b>					<b>690.94</b>
CLOUD & RYAN LLC	1000-43-00000-515043-00000000-	11191940	INDIGENT DEFENSE SERVICES FOR 11191940	84874	03/01/2023	420.00
	1000-43-00000-515043-00000000-	11200905-7	INDIGENT DEFENSE SERVICES-11200905-7	84874	03/01/2023	245.00
	1000-43-00000-515043-00000000-	11194289	INDIGENT DEFENSE SERVICES-11194289	84874	03/01/2023	294.00
	1000-43-00000-515043-00000000-	11204872-73	INDIGENT DEFENSE SERVICES-11204872-73	84874	03/01/2023	203.00
	1000-43-00000-515043-00000000-	11198012	INDIGENT DEFENSE SERVICES-11198012	84874	03/01/2023	238.00
	1000-43-00000-515043-00000000-	11202706-09	INDIGENT DEFENSE SERVICES-11202706-09	84874	03/01/2023	175.00
	1000-43-00000-515043-00000000-	11203588-90	INDIGENT DEFENSE SERVICES-11203588-90	84874	03/01/2023	189.00
	1000-43-00000-515043-00000000-	10551972	INDIGENT DEFENSE SERVICES-10551972	84874	03/01/2023	217.00
	1000-43-00000-515043-00000000-	11172379	INDIGENT DEFENSE SERVICES-11172379	84874	03/01/2023	189.00
	1000-43-00000-515043-00000000-	11194692	INDIGENT DEFENSE SERVICES-11194692	84874	03/01/2023	273.00
	<b>Total Paid by Vendor</b>					<b>2,443.00</b>
CLYDE ARMORY	1000-41-41250-515340-00000000-	19895	SWAT RIFLES	84875	03/01/2023	30,842.20
	<b>Total Paid by Vendor</b>					<b>30,842.20</b>
COLEMAN LANDSCAPE & LAWN CARE INC	1000-52-52100-515370-00000000-	23750	LAWN MAINTENANCE (BLANKET PO)	84877	02/28/2023	4,158.34
	<b>Total Paid by Vendor</b>					<b>4,158.34</b>
COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	300576	Payroll Run 1 - Warrant 230305	85035	03/10/2023	1,835.00
	<b>Total Paid by Vendor</b>					<b>1,835.00</b>
COMCAST OF ALABAMA INC	1000-17-17100-515070-00000000-	83969000115978000223	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	84736	02/27/2023	10.57
	1000-17-17100-515070-00000000-	83969000120079400223	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	84736	02/27/2023	21.14
	1000-17-17100-515070-00000000-	83969000101809470223	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	84736	02/27/2023	63.30
	1000-17-17100-515070-00000000-	83969000115986830223	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	84736	02/27/2023	174.16
	1000-17-17100-515070-00000000-	83969000115986910223	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	84736	02/27/2023	133.07
	1000-17-17100-515070-00000000-	83969000114784070223	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	84736	02/27/2023	63.37
	1000-17-17100-515070-00000000-	83969000116343480223	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	84878	03/01/2023	10.57
	1000-17-17100-515070-00000000-	8396100100032380223	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	84878	03/07/2023	582.09
	1000-17-17100-515070-00000000-	83969000111637770223	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	84878	03/07/2023	52.80
	1000-17-17100-515070-00000000-	83969000108001710223	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	84878	03/07/2023	31.71
	1000-17-17100-515070-00000000-	83969000116022380223	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	84878	03/07/2023	63.42
	1000-17-17100-515070-00000000-	83969000109586230223	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	PCard	03/07/2023	103.49
	1000-17-17100-515070-00000000-	83969000116016440223	FY23 BLANKET PO FOR COMCAST CABLE SERVICES COH	PCard	03/07/2023	12.66
	<b>Total Paid by Vendor</b>					<b>1,322.35</b>
CORVEL CORPORATION	1000-19-00000-502150-00000000-	022423-HUNT	SUP-LG MED BILL/CL# 1223-WC-23-0300041&78	90000520	02/28/2023	9,594.02
	1000-19-00000-502150-00000000-	1358519	MONTHLY TPA FEES-02/23	90000520	03/01/2023	7,475.00
	1000-19-00000-502150-00000000-	030123-HUNT	CLAIM# 1223-WC-22-0000023,93,68,82	90000520	03/02/2023	72,000.00
	<b>Total Paid by Vendor</b>					<b>89,069.02</b>
COURTNEY FOSTER AS GUARDIAN OF ELI FOSTER	1000-00-00000-210101-00000000-	BENEF PAYMENT 0223	BENEFICIARY PAYMENT 02/23	84739	02/28/2023	296.76
	<b>Total Paid by Vendor</b>					<b>296.76</b>
COWIN EQUIPMENT CO INC	1000-55-55300-513050-00000000-	RSA029317 1	HEAVY EQUIPMENT RENTAL FOR PWS CONSTRUCTION	84881	02/28/2023	5,525.00
	1000-55-55300-513050-00000000-	RSA018294 87	EQUIPMENT RENTAL FOR PWS CONSTRUCTION	84881	02/28/2023	3,050.00
	<b>Total Paid by Vendor</b>					<b>8,575.00</b>
CREATIVE PARKING CONCEPTS LLC	1000-53-53100-520500-00000000-	4259	SOLE SOURCE 5 NEW COSMOS AT CITY CENTER	84882	03/02/2023	48,143.75
	<b>Total Paid by Vendor</b>					<b>48,143.75</b>
CRYSTAL CLEAR KLEANING LLC	1000-14-14310-515370-00000000-	1687	2023 BLANKET PO JANITORIAL WORK ORDERS	90000486	02/27/2023	707.85
	1000-14-14310-515370-00000000-	1691	2023 BLANKET PO JANITORIAL WORK ORDERS	90000486	02/27/2023	281.45
	1000-14-14310-515370-00000000-	1686	2023 BLANKET PO JANITORIAL WORK ORDERS	90000486	02/27/2023	135.20
	1000-14-14310-515370-00000000-	1688	2023 BLANKET PO JANITORIAL WORK ORDERS	90000521	03/02/2023	360.00
	1000-14-14310-515370-00000000-	1690	2023 BLANKET PO JANITORIAL WORK ORDERS	90000521	03/02/2023	360.00
	1000-14-14310-515370-00000000-	1689	2023 BLANKET PO JANITORIAL WORK ORDERS	90000521	03/02/2023	360.00
	1000-14-14310-515370-00000000-	1685	2023 BLANKET PO JANITORIAL WORK ORDERS	90000521	03/02/2023	360.00
	1000-14-14310-515370-00000000-	1692	2023 BLANKET JANITORIAL SERVICES	90000521	03/02/2023	144,068.42
	<b>Total Paid by Vendor</b>					<b>146,632.92</b>
DANIEL COLE	1000-14-14300-513010-00000000-	13254	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84735	02/27/2023	97.29

	1000-14-14300-513010-00000000-	13253	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84735	02/27/2023	85.00
	1000-14-14300-513010-00000000-	13255	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84735	02/27/2023	198.05
	1000-14-14300-513010-00000000-	13261	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84876	03/06/2023	105.00
	1000-14-14300-513010-00000000-	13262	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84876	03/06/2023	85.00
	1000-14-14300-513010-00000000-	13263	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84876	03/06/2023	198.05
	1000-14-14300-513010-00000000-	13264	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84876	03/06/2023	164.53
	1000-14-14300-513010-00000000-	13265	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84876	03/06/2023	198.05
	1000-14-14300-513010-00000000-	13260	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84876	03/06/2023	85.00
	1000-14-14300-513010-00000000-	13266	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	84876	03/06/2023	198.05
	1000-14-14300-513010-00000000-	13268	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	PCard	03/08/2023	240.55
	1000-14-14300-513010-00000000-	13269	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	PCard	03/08/2023	85.00
	1000-14-14300-513010-00000000-	13267	2023 BLANKET PO ICE MAKER REPAIRS & PARTS	PCard	03/08/2023	192.77
	<b>Total Paid by Vendor</b>					<b>1,932.34</b>
DAVID JAY WILLIAMS	1000-52-52300-515340-00000000-	2001020	55 GALLON CANS FOR SPORTS (CRAIG)	84884	03/02/2023	1,600.00
	<b>Total Paid by Vendor</b>					<b>1,600.00</b>
DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	300579	Payroll Run 1 - Warrant 230305	85040	03/10/2023	474.42
	1000-00-00000-210180-00000000-	300580	Payroll Run 1 - Warrant 230305	85041	03/10/2023	245.73
	<b>Total Paid by Vendor</b>					<b>720.15</b>
DEFENSE PEST SOLUTIONS	1000-14-14310-515370-00000000-	29391	2023 BLANKET PO PEST CONTROL SERVICES	84886	03/02/2023	150.00
	1000-53-53200-513010-PK1020XX-	31406	PEST CONTROL GARAGE BOOTHS "M,O" - BLANKET PO	84886	03/02/2023	10.00
	1000-53-53200-513010-PK1040XX-	31406	PEST CONTROL GARAGE BOOTHS "M,O" - BLANKET PO	84886	03/02/2023	10.00
	1000-14-14310-515370-00000000-	31401	2023 BLANKET PO PEST CONTROL SERVICES	84886	03/06/2023	2,508.00
	<b>Total Paid by Vendor</b>					<b>2,678.00</b>
DISTRICT COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	300578	Payroll Run 1 - Warrant 230305	85039	03/10/2023	150.00
	<b>Total Paid by Vendor</b>					<b>150.00</b>
DON HOWARD STUDIOS	1000-42-42100-515340-00000000-	02-06-2023	HFR BICENTENNIAL HISTORY ART FINAL PAYMENT	84887	03/02/2023	1,500.00
	<b>Total Paid by Vendor</b>					<b>1,500.00</b>
DORIC OF TENNESSEE INC	1000-51-00000-515340-00000000-	99751	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	84888	02/28/2023	425.00
	1000-51-00000-515340-00000000-	99867	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	84888	02/28/2023	425.00
	1000-51-00000-515340-00000000-	100232	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	84888	02/28/2023	425.00
	1000-51-00000-515340-00000000-	99753	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	84888	02/28/2023	425.00
	1000-51-00000-515340-00000000-	99750	(BLANKET) LAWN CRYPT OPENING/CLOSING AT MH	84888	02/28/2023	425.00
	<b>Total Paid by Vendor</b>					<b>2,125.00</b>
DUTCH OIL COMPANY INC	1000-55-55400-514010-00000000-	INV-195348	FY23 FUEL BLANKET-MAINTENANCE	90000524	03/01/2023	2,090.13
	1000-14-14100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	361.86
	1000-30-30100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	17.80
	1000-30-30100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	30.48
	1000-30-30100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	32.43
	1000-41-41100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	29.26
	1000-41-41100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	105.32
	1000-41-41100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	210.16
	1000-41-41100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	277.38
	1000-41-41100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	3,321.78
	1000-42-42100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	71.65
	1000-42-42100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	704.50
	1000-50-00000-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	265.09
	1000-52-52100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	52.63
	1000-52-52100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	64.12
	1000-52-52100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	104.34
	1000-52-52100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	121.16
	1000-52-52100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	148.94
	1000-52-52100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	351.81
	1000-53-53200-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	37.30
	1000-53-53400-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	50.80
	1000-55-55300-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	62.41
	1000-55-55400-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	696.60
	1000-71-71100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	136.31
	1000-73-73100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	77.04
	1000-74-74100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	44.62
	1000-75-75100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	80.21
	1000-75-75100-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	128.08
	1000-72-00000-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	71.19



1000-14-14100-514010-00000000-	CFN-20836	FUELING TRANS DATED 022123	90000523	03/03/2023	65.85
1000-15-15100-514010-00000000-	CFN-20836	FUELING TRANS DATED 022123	90000523	03/03/2023	17.80
1000-17-17100-514010-00000000-	CFN-20836	FUELING TRANS DATED 022123	90000523	03/03/2023	62.44
1000-30-30100-514010-00000000-	CFN-20836	FUELING TRANS DATED 022123	90000523	03/03/2023	33.17
1000-30-30100-514010-00000000-	CFN-20836	FUELING TRANS DATED 022123	90000523	03/03/2023	64.63
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1000-14-14100-514010-00000000-	CFN-20855	FUELING TRANS DATED 022223	90000523	03/03/2023	77.92
1000-30-30100-514010-00000000-	CFN-20855	FUELING TRANS DATED 022223	90000523	03/03/2023	23.20
1000-30-30100-514010-00000000-	CFN-20855	FUELING TRANS DATED 022223	90000523	03/03/2023	24.41
1000-30-30100-514010-00000000-	CFN-20855	FUELING TRANS DATED 022223	90000523	03/03/2023	32.48
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1000-52-52100-514010-00000000-	CFN-20855	FUELING TRANS DATED 022223	90000523	03/03/2023	141.15
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1000-53-53400-514010-00000000-	CFN-20855	FUELING TRANS DATED 022223	90000523	03/03/2023	72.48
1000-55-55100-514010-00000000-	CFN-20855	FUELING TRANS DATED 022223	90000523	03/03/2023	1.71
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1000-55-55400-514010-00000000-	CFN-20855	FUELING TRANS DATED 022223	90000523	03/03/2023	709.04
1000-70-70200-514010-00000000-	CFN-20855	FUELING TRANS DATED 022223	90000523	03/03/2023	89.33
1000-71-71100-514010-00000000-	CFN-20855	FUELING TRANS DATED 022223	90000523	03/03/2023	145.41
1000-74-74100-514010-00000000-	CFN-20855	FUELING TRANS DATED 022223	90000523	03/03/2023	72.55
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1000-51-00000-514010-00000000-	CFN-20855	FUELING TRANS DATED 022223	90000523	03/03/2023	35.90
1000-72-00000-514010-00000000-	CFN-20855	FUELING TRANS DATED 022223	90000523	03/03/2023	177.67
1000-14-14100-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	69.90
1000-30-30100-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	23.63
1000-30-30100-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	28.34
1000-30-30100-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	32.36
1000-30-30100-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	33.07
1000-41-41100-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	48.73
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1000-41-41100-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	3,339.20
1000-42-42100-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	37.54
1000-42-42100-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	141.71
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1000-53-53200-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	32.60
1000-55-55100-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	52.44
1000-55-55100-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	53.62
1000-55-55300-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	828.16
1000-55-55400-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	927.21
1000-70-70200-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	59.50
1000-71-71100-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	46.06
1000-71-71100-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	58.32
1000-74-74100-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	28.34
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1000-72-00000-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	200.85
1000-14-14100-514010-00000000-	CFN-20903	FUELING TRANS DATED 022423	90000523	03/03/2023	347.95
1000-30-30100-514010-00000000-	CFN-20903	FUELING TRANS DATED 022423	90000523	03/03/2023	109.80
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1000-42-42100-514010-00000000-	CFN-20903	FUELING TRANS DATED 022423	90000523	03/03/2023	240.07
1000-42-42100-514010-00000000-	CFN-20903	FUELING TRANS DATED 022423	90000523	03/03/2023	507.68
1000-50-00000-514010-00000000-	CFN-20903	FUELING TRANS DATED 022423	90000523	03/03/2023	116.17
1000-52-52100-514010-00000000-	CFN-20903	FUELING TRANS DATED 022423	90000523	03/03/2023	30.97
1000-52-52100-514010-00000000-	CFN-20903	FUELING TRANS DATED 022423	90000523	03/03/2023	58.08
1000-52-52100-514010-00000000-	CFN-20903	FUELING TRANS DATED 022423	90000523	03/03/2023	67.87
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1000-52-52100-514010-00000000-	CFN-20903	FUELING TRANS DATED 022423	90000523	03/03/2023	198.31
1000-53-53200-514010-00000000-	CFN-20903	FUELING TRANS DATED 022423	90000523	03/03/2023	79.05

1000-53-53400-514010-00000000-	CFN-20903	FUELING TRANS DATED 022423	90000523	03/03/2023	18.15
1000-55-55300-514010-00000000-	CFN-20903	FUELING TRANS DATED 022423	90000523	03/03/2023	45.72
1000-55-55400-514010-00000000-	CFN-20903	FUELING TRANS DATED 022423	90000523	03/03/2023	379.48
1000-71-71100-514010-00000000-	CFN-20903	FUELING TRANS DATED 022423	90000523	03/03/2023	82.40
1000-73-73100-514010-00000000-	CFN-20903	FUELING TRANS DATED 022423	90000523	03/03/2023	49.52
1000-72-00000-514010-00000000-	CFN-20903	FUELING TRANS DATED 022423	90000523	03/03/2023	171.24
1000-30-30100-514010-00000000-	CFN-20915	FUELING TRANS DATED 022523	90000523	03/03/2023	10.26
1000-30-30100-514010-00000000-	CFN-20915	FUELING TRANS DATED 022523	90000523	03/03/2023	34.36
1000-41-41100-514010-00000000-	CFN-20915	FUELING TRANS DATED 022523	90000523	03/03/2023	36.51
1000-41-41100-514010-00000000-	CFN-20915	FUELING TRANS DATED 022523	90000523	03/03/2023	222.39
1000-41-41100-514010-00000000-	CFN-20915	FUELING TRANS DATED 022523	90000523	03/03/2023	3,035.15
1000-42-42100-514010-00000000-	CFN-20915	FUELING TRANS DATED 022523	90000523	03/03/2023	225.13
1000-50-00000-514010-00000000-	CFN-20915	FUELING TRANS DATED 022523	90000523	03/03/2023	67.76
1000-53-53200-514010-00000000-	CFN-20915	FUELING TRANS DATED 022523	90000523	03/03/2023	85.91
1000-53-53400-514010-00000000-	CFN-20915	FUELING TRANS DATED 022523	90000523	03/03/2023	72.77
1000-41-41100-514010-00000000-	CFN-20921	FUELING TRANS DATED 022623	90000523	03/03/2023	34.84
1000-41-41100-514010-00000000-	CFN-20921	FUELING TRANS DATED 022623	90000523	03/03/2023	45.81
1000-41-41100-514010-00000000-	CFN-20921	FUELING TRANS DATED 022623	90000523	03/03/2023	171.46
1000-41-41100-514010-00000000-	CFN-20921	FUELING TRANS DATED 022623	90000523	03/03/2023	2,732.87
1000-42-42100-514010-00000000-	CFN-20921	FUELING TRANS DATED 022623	90000523	03/03/2023	646.60
1000-52-52100-514010-00000000-	CFN-20921	FUELING TRANS DATED 022623	90000523	03/03/2023	34.84
1000-14-14100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	315.19
1000-15-15100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	43.24
1000-30-30100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	29.35
1000-30-30100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	31.02
1000-41-41100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	33.66
1000-41-41100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	125.98
1000-41-41100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	222.39
1000-41-41100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	227.29
1000-41-41100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	3,301.97
1000-42-42100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	14.55
1000-42-42100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	86.14
1000-42-42100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	962.96
1000-50-00000-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	118.25
1000-52-52100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	38.19
1000-52-52100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	57.98
1000-52-52100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	82.39
1000-52-52100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	83.28
1000-52-52100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	98.46
1000-52-52100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	105.70
1000-52-52100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	186.60
1000-52-52100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	317.06
1000-53-53200-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	39.85
1000-53-53400-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	58.94
1000-53-53500-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	222.36
1000-55-55100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	35.79
1000-55-55100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	75.41
1000-55-55300-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	904.90
1000-55-55400-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	357.29
1000-70-70200-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	48.78
1000-71-71100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	94.96
1000-74-74100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	33.88
1000-74-74100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	46.05
1000-75-75100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	27.92
1000-75-75100-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	36.99
1000-51-00000-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	44.38
1000-72-00000-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	105.22
1000-14-14100-514010-00000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	104.64
1000-17-17100-514010-00000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	33.50
1000-30-30100-514010-00000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	37.81
1000-41-41100-514010-00000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	120.61
1000-41-41100-514010-00000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	306.77

1000-41-41100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	341.21
1000-41-41100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	3,622.79
1000-42-42100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	26.57
1000-42-42100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	82.79
1000-42-42100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	894.88
1000-50-00000-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	77.99
1000-52-52100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	10.53
1000-52-52100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	33.50
1000-52-52100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	67.72
1000-52-52100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	72.75
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1000-52-52100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	83.76
1000-52-52100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	86.15
1000-52-52100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	166.84
1000-52-52100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	229.84
1000-52-52100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	262.86
1000-52-52100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	283.19
1000-53-53100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	53.36
1000-53-53200-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	43.07
1000-53-53400-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	43.32
1000-53-53400-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	45.47
1000-55-55100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	36.85
1000-55-55100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	49.54
1000-55-55300-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	851.46
1000-55-55400-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	917.63
1000-70-70200-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	102.42
1000-71-71100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	174.86
1000-74-74100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	77.56
1000-75-75100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	101.27
1000-75-75100-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	183.49
1000-72-00000-514010-000000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	163.97
1000-12-12100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	24.91
1000-14-14100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	186.81
1000-30-30100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	29.79
1000-30-30100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	37.61
1000-30-30100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	44.20
1000-41-41100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	34.68
1000-41-41100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	62.76
1000-41-41100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	337.90
1000-41-41100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	469.62
1000-41-41100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	4,066.58
1000-42-42100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	137.26
1000-42-42100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	210.02
1000-42-42100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	1,023.22
1000-50-00000-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	112.34
1000-52-52100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	40.78
1000-52-52100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	41.93
1000-52-52100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	64.71
1000-52-52100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	73.02
1000-52-52100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	125.46
1000-52-52100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	156.97
1000-52-52100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	184.39
1000-52-52100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	196.47
1000-52-52100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	209.45
1000-53-53200-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	165.79
1000-53-53400-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	76.43
1000-55-55100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	82.78
1000-55-55300-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	896.25
1000-55-55400-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	1,072.52
1000-70-70200-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	48.59
1000-71-71100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	41.53
1000-74-74100-514010-000000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	45.66

	1000-75-75100-514010-00000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	41.76
	1000-51-00000-514010-00000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	59.34
	1000-72-00000-514010-00000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	354.61
	1000-55-55400-514010-00000000-	INV-195438	FY23 FUEL BLANKET-MAINTENANCE	PCard	03/07/2023	2,127.42
	<b>Total Paid by Vendor</b>					<b>84,180.74</b>
EAGLE CONSULTING LLC	1000-14-14100-515790-00000000-	700	GENERAL SERVICES - SEMINAR	84889	03/06/2023	1,870.95
	<b>Total Paid by Vendor</b>					<b>1,870.95</b>
ELISSA H GREEN	1000-43-00000-515370-00000000-	SUBJUDGE 030123	SUB JUDGE-MUNIC CRT-03/01/23-AM DOCKET	84893	03/06/2023	475.50
	<b>Total Paid by Vendor</b>					<b>475.50</b>
EMERGENCY EQUIPMENT PROFESSIONALS INC	1000-42-42100-515340-00000000-	479906	SCBA RFID TAGS	84746	02/28/2023	4,107.00
	<b>Total Paid by Vendor</b>					<b>4,107.00</b>
EMPLOYEES RETIREMENT SYSTEM OF ALABAMA	1000-00-00000-210270-00000000-	RSA-1 CONTR 230305	RSA-1 CONTRIBUTIONS 230305	85051	03/09/2023	49,279.81
	<b>Total Paid by Vendor</b>					<b>49,279.81</b>
F & B LAW FIRM PC	1000-18-00000-515372-00000000-	20993	BLANKET - OUTSIDE LEGAL SERVICES	84896	03/02/2023	18,105.00
	<b>Total Paid by Vendor</b>					<b>18,105.00</b>
FACILITY WIZARD SOFTWARE INCORPORATED	1000-17-17200-520300-00000000-	F23-080	SOLE SOURCE BLANKET PO WIZARD SW IMPLEMENTATION LM	90000525	03/06/2023	3,780.00
	<b>Total Paid by Vendor</b>					<b>3,780.00</b>
FILTER PRO USA LLC	1000-14-14300-515370-00000000-	14608529	2023 BLANKET HVAC FILTER SERVICE	84897	03/06/2023	5,775.98
	<b>Total Paid by Vendor</b>					<b>5,775.98</b>
FLEET FUELING	1000-41-41100-514010-00000000-	87435599	MONTHLY FUEL CHARGES-BLANKET PO	84901	03/02/2023	369.99
	<b>Total Paid by Vendor</b>					<b>369.99</b>
FLINT RIVER ANIMAL HOSPITAL	1000-50-00000-515163-00000000-	275593	BLANKET PO LOW INCOME, SPAY/NEUTER/RABIES	84902	02/28/2023	1,570.00
	<b>Total Paid by Vendor</b>					<b>1,570.00</b>
FRED KAPP	1000-52-52100-515790-00000000-	3/2/2023	LANDSCAPE & TURFGRASS MGMT TRAINING - LM ADMIN	84903	03/02/2023	955.00
	<b>Total Paid by Vendor</b>					<b>955.00</b>
FREIGHTLINER OF ARIZONA LLC	1000-15-15100-513030-00000000-	RA380007304:03	COM TX 022823/RA380007304:03	85018	03/01/2023	36.00
	1000-15-15100-513030-00000000-	RA380007304:03	COM TX 022823/RA380007304:03	85018	03/01/2023	300.00
	<b>Total Paid by Vendor</b>					<b>336.00</b>
GALLS LLC	1000-41-41250-515340-00000000-	023454810	SWAT PLATE CARRIERS	84905	03/06/2023	1,700.00
	1000-41-41100-515670-00000000-	02/02/23-02/28/23	PATROL UNIFORM ALLOWANCE BLANKET PO	84905	03/06/2023	68,703.03
	1000-41-41100-515670-00000000-	023464823	PROMOTIONS/NEW HIRE BLANKET PO	84905	03/06/2023	71.94
	1000-41-41100-515670-00000000-	023441815	PROMOTIONS/NEW HIRE BLANKET PO	84905	03/06/2023	71.94
	1000-41-41306-515670-00000000-	023690084	SAFETY PATROL VESTS	84905	03/06/2023	477.30
	1000-41-41306-515670-00000000-	023654426	SAFETY PATROL VESTS	84905	03/06/2023	1,240.98
	1000-41-41306-515670-00000000-	023451754	SAFETY PATROL VESTS	84905	03/06/2023	254.56
	1000-41-41100-515670-00000000-	023660750	SOLE SOURCE- NEW AND REPLACEMENT VESTS	84905	03/06/2023	184.00
	1000-41-41100-515670-00000000-	023602261	67TH SESSION CADET VESTS	84905	03/06/2023	1,656.00
	1000-41-41100-515670-00000000-	023541469	NEW ENDEAVOR CARRIER POUCHES	84905	03/06/2023	8,129.64
	1000-41-41100-515670-00000000-	020223-022423	68TH SESSION CADETS 1ST ORDER - BLANKET PO	84905	03/06/2023	5,735.11
	1000-41-41304-515670-00000000-	020323-022823	COMMUNICATIONS UNIFORM ALLOWANCE-BLANKET PO	84905	03/06/2023	1,993.08
	1000-41-41306-515670-00000000-	020123-022823	SAFETY PATROL UNIFORM ALLOWANCE BLANKET PO	84905	03/06/2023	8,261.22
	1000-41-41306-515670-00000000-	020223-022102	SAFETY PATROL NEW HIRE BLANKET PO	84905	03/06/2023	749.67
	1000-41-41100-515670-00000000-	020223-022723	NEW HIRE/PROMOTION UNIFORMS-BLANKET PO	84905	03/06/2023	681.08
	1000-41-41100-515670-00000000-	020123-022823A	REPLACEMENT UNIFORMS BLANKET PO	84905	03/06/2023	15,204.27
	1000-42-42100-515340-00000000-	BC1816281	MASK BAGS	PCard	03/09/2023	352.50
	1000-42-42100-515670-00000000-	BC1830041	FIRE PROMOTION BLANKET PURCHASE ORDER	PCard	03/09/2023	334.10
	1000-42-42100-515670-00000000-	BC1828191	FIRE PROMOTION BLANKET PURCHASE ORDER	PCard	03/09/2023	337.50
	1000-42-42100-515670-00000000-	BC1828192	FIRE PROMOTION BLANKET PURCHASE ORDER	PCard	03/09/2023	325.50
	1000-42-42100-515670-00000000-	BC1814959	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	798.85
	1000-42-42100-515670-00000000-	BC1808551	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	400.00
	1000-42-42100-515670-00000000-	BC1808685	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	399.13
	1000-42-42100-515670-00000000-	BC1811667	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	38.92
	1000-42-42100-515670-00000000-	BC1811818	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	17.87
	1000-42-42100-515670-00000000-	BC1813748	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	400.00
	1000-42-42100-515670-00000000-	BC1815985	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	799.30
	1000-42-42100-515670-00000000-	BC1819394	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	799.73
	1000-42-42100-515670-00000000-	BC1819409	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	797.11
	1000-42-42100-515670-00000000-	BC1819449	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	796.59
	1000-42-42100-515670-00000000-	BC1820666	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	800.00
	1000-42-42100-515670-00000000-	BC1820713	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	799.80
	1000-42-42100-515670-00000000-	BC1821733	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	800.00
	1000-42-42100-515670-00000000-	BC1821739	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	790.89

	1000-42-42100-515670-00000000-	BC1821741	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	348.38
	1000-42-42100-515670-00000000-	BC1821884	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	397.57
	1000-42-42100-515670-00000000-	BC1822760	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	799.22
	1000-42-42100-515670-00000000-	BC1822771	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	804.07
	1000-42-42100-515670-00000000-	BC1823162	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	800.00
	1000-42-42100-515670-00000000-	BC1823224	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	798.35
	1000-42-42100-515670-00000000-	BC1824090	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	797.33
	1000-42-42100-515670-00000000-	BC1824171	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	800.00
	1000-42-42100-515670-00000000-	BC1825079	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	798.73
	1000-42-42100-515670-00000000-	BC1825085	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	800.00
	1000-42-42100-515670-00000000-	BC1825092	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	800.00
	1000-42-42100-515670-00000000-	BC1825117	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	799.63
	1000-42-42100-515670-00000000-	BC1826237	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	797.15
	1000-42-42100-515670-00000000-	BC1826252	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	800.00
	1000-42-42100-515670-00000000-	BC1826350	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	798.83
	1000-42-42100-515670-00000000-	BC1827309	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	799.85
	1000-42-42100-515670-00000000-	BC1827330	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	800.00
	1000-42-42100-515670-00000000-	BC1827347	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	192.00
	1000-42-42100-515670-00000000-	BC1827363	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	798.00
	1000-42-42100-515670-00000000-	BC1827380	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	188.42
	1000-42-42100-515670-00000000-	BC1828204	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	820.19
	1000-42-42100-515670-00000000-	BC1828205	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	799.93
	1000-42-42100-515670-00000000-	BC1828214	UNIFORM ALLOWANCE 2023 - BLANKET	PCard	03/09/2023	800.00
	<b>Total Paid by Vendor</b>					<b>141,239.26</b>
GOODYEAR SERVICE STORES	1000-00-00000-140101-00000000-	0000030181	TIRES	84753	02/27/2023	1,660.88
	1000-15-15100-513030-00000000-	0000030278	COM TX 022823/30278	84908	03/01/2023	235.88
	<b>Total Paid by Vendor</b>					<b>1,896.76</b>
GORRIE REGAN & ASSOCIATES	1000-53-53100-520500-00000000-	30560	SOLE SOURCE GARAGE "T" EXIT PAY STATION	84909	03/02/2023	19,235.79
	1000-53-53100-520500-00000000-	27618	SOLE SOURCE-GARAGE "O", TIBA PARCS SYSTEM	84909	03/02/2023	23,884.00
	1000-53-53200-515340-00000000-	30636	SOLE SOURCE PARKING VALIDATION LABELS-STICKER	84909	03/02/2023	425.15
	1000-17-17100-515070-00000000-	31076	FY23 BLNKT GORRIE REGAN INT PRKG (SOLE SOURCE)	PCard	03/07/2023	1,500.00
	<b>Total Paid by Vendor</b>					<b>45,044.94</b>
GRAPHIC COLOR INC	1000-41-41110-515340-00000000-	0077259	CAMERA SHARE PROGRAM STICKERS	PCard	03/08/2023	197.00
	<b>Total Paid by Vendor</b>					<b>197.00</b>
GRAYBAR ELECTRIC COMPANY	1000-14-14300-513010-00000000-	9330895165	JOHN HUNT BASEBALL WO#164980- CONTACTORS	84910	02/28/2023	1,573.92
	1000-14-14300-513010-00000000-	9331061227	PUBLIC SAFETY FIRE & POLICE WO#162305-476	PCard	03/09/2023	509.58
	<b>Total Paid by Vendor</b>					<b>2,083.50</b>
HDR ENGINEERING INC	1000-74-74100-515370-PN200003-00003	1200505170	PROF SERV-HIGH CAP TRANSIT CON&COR PLAN-1/29-2/25	PCard	03/07/2023	6,018.06
	<b>Total Paid by Vendor</b>					<b>6,018.06</b>
HELEN MARIE FORD	1000-30-30200-515370-00000000-	H.FORD 022023	BLANKET-EXERCISE INSTRUCTOR-HELEN FORD FOR JLC	PCard	03/08/2023	118.53
	<b>Total Paid by Vendor</b>					<b>118.53</b>
HILL LAWNMOWER & CHAINSAW CO	1000-55-55300-515340-00000000-	176839	FY23 BLANKET FOR PWS MAINT/CONST	84913	03/01/2023	999.98
	<b>Total Paid by Vendor</b>					<b>999.98</b>
HILLS PET NUTRITION	1000-50-00000-515160-00000000-	244711892	BLANKET-DOG AND CAT FOOD	84757	02/28/2023	179.20
	1000-50-00000-515160-00000000-	244774552	BLANKET-DOG AND CAT FOOD	PCard	03/07/2023	225.70
	<b>Total Paid by Vendor</b>					<b>404.90</b>
HOLSTON GASES INC	1000-42-42100-515340-00000000-	091512	OXYGEN/PROPANE TANK REFILLS BLANKET	84914	03/02/2023	61.52
	1000-42-42100-515340-00000000-	097951	OXYGEN/PROPANE TANK REFILLS BLANKET	PCard	03/08/2023	56.83
	<b>Total Paid by Vendor</b>					<b>118.35</b>
HOME DEPOT USA INC	1000-42-42200-515310-00000000-	733108187	NON LATEX GLOVES FOR CLEANING STATIONS	84759	02/28/2023	398.00
	1000-15-15100-515340-00000000-	732692041	OPERATING SUPPLIES FOR FLEET SERVICES	84759	02/28/2023	61.64
	1000-14-14310-515310-00000000-	733311971	GENERAL SERVICES JANITORIAL SUPPLIES	84915	03/01/2023	669.68
	1000-14-14310-515310-00000000-	733530323	GENERAL SERVICES JANITORIAL PLUNGERS	84915	03/02/2023	35.88
	1000-51-00000-515340-00000000-	733530349	JANITORIAL SUPPLIES FOR CEMETERY DEPT.	84915	03/02/2023	32.76
	1000-50-00000-515340-00000000-	732692033	TINA MASIELLO 4950 TRIANA BLVD 35805 2566504782	84915	03/02/2023	62.72
	1000-14-14310-515310-00000000-	733108179	GENERAL SERVICES JANITORIAL SUPPLIES	84916	03/02/2023	247.68
	1000-53-53400-515340-00000000-	733974323	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	84915	03/06/2023	149.34
	1000-42-42200-515310-00000000-	734432354	MONTHLY JANITORIAL	PCard	03/08/2023	2,019.17
	1000-42-42200-515310-00000000-	734432362	MONTHLY JANITORIAL	PCard	03/08/2023	2,181.95
	1000-50-00000-515340-00000000-	734206105	TINA MASIELLO 4950 TRIANA BLVD 35805 2566504782	PCard	03/08/2023	124.56
	1000-50-00000-515340-00000000-	734659618	TINA MASIELLO 4950 TRIANA BLVD 35805 2566504782	PCard	03/09/2023	21.68
	1000-52-52600-513010-00000000-	734206089	CAN LINERS - NORTH (CROSS)	PCard	03/09/2023	6,580.00

	<b>Total Paid by Vendor</b>					<b>12,585.06</b>
HUNTSVILLE FENCE COMPANY	1000-42-42200-515130-00000000-	COHFRSTATION58822	TRAFFIC GATE FOR ST. 5	84922	02/28/2023	2,984.00
	<b>Total Paid by Vendor</b>					<b>2,984.00</b>
HUNTSVILLE PET VET	1000-50-00000-515163-00000000-	358924	BLANKE P.O. RABIES/SPAY/NEUTER/LOW INCOME/MEDICAL	84763	02/27/2023	1,430.00
	1000-50-00000-515163-00000000-	359857	BLANKE P.O. RABIES/SPAY/NEUTER/LOW INCOME/MEDICAL	84763	02/27/2023	740.00
	1000-50-00000-515162-00000000-	358987	BLANKE P.O. RABIES/SPAY/NEUTER/LOW INCOME/MEDICAL	84763	02/28/2023	60.00
	1000-50-00000-515164-00000000-	358987	BLANKE P.O. RABIES/SPAY/NEUTER/LOW INCOME/MEDICAL	84763	02/28/2023	125.00
	1000-50-00000-515163-00000000-	360120	BLANKE P.O. RABIES/SPAY/NEUTER/LOW INCOME/MEDICAL	84763	02/28/2023	500.00
	1000-50-00000-515164-00000000-	360120	BLANKE P.O. RABIES/SPAY/NEUTER/LOW INCOME/MEDICAL	84763	02/28/2023	125.00
	1000-50-00000-515163-00000000-	359808	BLANKE P.O. RABIES/SPAY/NEUTER/LOW INCOME/MEDICAL	84763	02/28/2023	1,850.00
	1000-50-00000-515163-00000000-	358983	BLANKE P.O. RABIES/SPAY/NEUTER/LOW INCOME/MEDICAL	84763	02/28/2023	1,050.00
	<b>Total Paid by Vendor</b>					<b>5,880.00</b>
HUNTSVILLE PUBLIC DEFENDERS OFFICE LLC	1000-43-00000-515043-00000000-	IND DEF SERV 0223	INDIGENT DEFENSE SERVICES FOR 02/23	84918	03/01/2023	43,500.00
	<b>Total Paid by Vendor</b>					<b>43,500.00</b>
HUNTSVILLE UTILITIES	1000-70-70200-515700-00000000-	211010086635-021723	UTILITY SERVICE FOR 620 PEARL AVE (BLANKET PO)	84766	02/27/2023	216.51
	1000-53-53200-515700-PK1057XX-	2110100173790223	SPRINKLER USAGE FOR GARAGES (BLANKET)	84765	02/27/2023	57.68
	1000-53-53200-515700-PK1020XX-	2110100159650223	SPRINKLER USAGE FOR GARAGES (BLANKET)	84765	02/27/2023	57.68
	1000-53-53200-515700-PK1040XX-	2110100162110223	SPRINKLER USAGE FOR GARAGES (BLANKET)	84765	02/27/2023	57.68
	1000-53-53200-515700-PK1010XX-	2110100100350223	UTILITY USAGE FOR GARAGES (BLANKET)	84765	02/27/2023	12.34
	1000-53-53200-515700-PK1030XX-	2110100717120223	UTILITY USAGE FOR GARAGES (BLANKET)	84765	02/27/2023	20.09
	1000-53-53200-515700-PK1055XX-	2110100704510223	UTILITY USAGE FOR GARAGES (BLANKET)	84765	02/27/2023	200.32
	1000-53-53200-515700-PK1020XX-	2110100158330223	UTILITY USAGE FOR GARAGES (BLANKET)	84765	02/27/2023	5,580.54
	1000-53-53200-515700-PK1040XX-	2110100161900223B	UTILITY USAGE FOR GARAGES (BLANKET)	84765	02/27/2023	2,679.70
	1000-53-53200-515700-PK1060XX-	2210101320480223	UTILITY USAGE FOR GARAGES (BLANKET)	84765	02/27/2023	2,959.45
	1000-53-53200-515700-PK1060XX-	2210101320470223	UTILITY USAGE FOR GARAGES (BLANKET)	84765	02/27/2023	12.34
	1000-53-53200-515700-PK1057XX-	2110100173790223B	UTILITY USAGE FOR GARAGES (BLANKET)	84765	02/27/2023	73.12
	1000-53-53200-515700-PK1051XX-	2210103669500223	UTILITY USAGE FOR GARAGE D (BLANKET)	84923	02/28/2023	1,662.68
	1000-53-53200-515700-PK1051XX-	2210103669480223	UTILITY USAGE FOR GARAGE D (BLANKET)	84923	02/28/2023	95.88
	1000-53-53200-515700-PK1051XX-	2210103669440223	UTILITY USAGE FOR GARAGE D (BLANKET)	84923	02/28/2023	134.85
	1000-53-53200-515700-PK1051XX-	2210103669510223	UTILITY USAGE FOR GARAGE D (BLANKET)	84923	02/28/2023	59.97
	1000-53-53200-515700-PK1051XX-	2210103669400223	UTILITY USAGE FOR GARAGE D (BLANKET)	84923	02/28/2023	20.00
	1000-53-53200-515700-PK1051XX-	2210103669450223	UTILITY USAGE FOR GARAGE D (BLANKET)	84923	02/28/2023	537.91
	1000-53-53200-515700-PK1051XX-	2210103669430223	UTILITY USAGE FOR GARAGE D (BLANKET)	84923	02/28/2023	12.34
	1000-53-53200-515700-PK1020XX-	2110100708360223	SPRINKLER USAGE FOR GARAGES (BLANKET)	84923	03/02/2023	73.93
	1000-17-17400-515710-00000000-	4220100125010223	FY23 BLANKET PO HSV UTILITIES FIBER BOX LEASES TE	PCard	03/07/2023	1,000.00
	<b>Total Paid by Vendor</b>					<b>15,525.01</b>
IL STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	300581	Payroll Run 1 - Warrant 230305	85036	03/10/2023	225.00
	<b>Total Paid by Vendor</b>					<b>225.00</b>
ILENE S SHOEMAKER	1000-12-12200-515370-00000000-	231-103	BLANKET PO FOR CITY COUNCIL MEETINGS FY 2023	84819	02/28/2023	2,200.00
	<b>Total Paid by Vendor</b>					<b>2,200.00</b>
INDUSTRIAL CONTRACTOR SUPPLY LLC	1000-55-55100-515340-00000000-	58709	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84925	02/28/2023	78.48
	1000-55-55300-515340-00000000-	58708	FY23 PWS ALL MATERIAL "B" BLANKET	84925	02/28/2023	66.80
	1000-52-52200-515340-00000000-	58686	SUPPLIES FOR SPECIAL EVENTS (BLANKET PO)	84925	02/28/2023	316.29
	1000-52-52700-515340-00000000-	58703	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	84925	02/28/2023	121.42
	1000-55-55300-515340-00000000-	58569	FY23 PWS ALL MATERIAL "B" BLANKET	84925	03/01/2023	423.35
	1000-55-55300-515340-00000000-	58568	FY23 PWS ALL MATERIAL "B" BLANKET	84925	03/01/2023	124.18
	1000-55-55300-515340-00000000-	58587	FY23 PWS ALL MATERIAL "B" BLANKET	84925	03/01/2023	115.43
	1000-55-55300-515340-00000000-	58546	FY23 PWS ALL MATERIAL "B" BLANKET	84925	03/01/2023	59.43
	1000-55-55300-515340-00000000-	58656	FY23 PWS ALL MATERIAL "B" BLANKET	84925	03/01/2023	260.88
	1000-55-55400-515340-00000000-	58562	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84925	03/01/2023	88.52
	1000-55-55100-515340-00000000-	58561	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84925	03/01/2023	39.24
	1000-55-55400-515340-00000000-	58521	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84925	03/01/2023	23.08
	1000-55-55300-515340-00000000-	58544	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84925	03/01/2023	21.00
	1000-55-55400-515340-00000000-	58654	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84925	03/01/2023	80.03
	1000-55-55400-515340-00000000-	58667	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	84925	03/01/2023	35.95
	1000-52-52300-515340-00000000-	58176	SUPPLIES FOR SPORTS DIVISION (BLANKET PO)	84925	03/02/2023	13.08
	1000-52-52900-515520-00000000-	58643	QUIKRETE FOR BEAUTIFICATION POST/SIGNS	84925	03/02/2023	52.50
	1000-52-52900-515340-00000000-	60001	SUPPLIES FOR GREEN TEAM (BLANKET PO)	84925	03/02/2023	49.08
	1000-52-52600-515340-00000000-	58742	SUPPLIES FOR NORTH MAINTENANCE (BLANKET PO)	84925	03/02/2023	84.48
	1000-52-52600-515340-00000000-	58472	SUPPLIES FOR NORTH MAINTENANCE (BLANKET PO)	84925	03/02/2023	66.12
	1000-52-52700-515340-00000000-	58652	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	84925	03/02/2023	76.79
	1000-52-52700-515340-00000000-	58615	SUPPLIES FOR SOUTH MAINTENANCE (BLANKET PO)	84925	03/02/2023	139.98

	1000-51-00000-515340-00000000-	58828	NON-BID ITEMS FOR CEMETERY (BLANKET)	84925	03/06/2023	109.08
	1000-55-55100-515340-00000000-	58584	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	PCard	03/08/2023	403.62
	1000-55-55400-515340-00000000-	58584	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	PCard	03/08/2023	44.01
	1000-55-55400-515340-00000000-	58841	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	PCard	03/08/2023	18.99
	1000-55-55400-515340-00000000-	58839	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	PCard	03/08/2023	19.18
	1000-55-55100-515340-00000000-	58412	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	PCard	03/08/2023	329.80
	1000-55-55300-515340-00000000-	58412	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	PCard	03/08/2023	107.40
	1000-55-55400-515340-00000000-	58412	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	PCard	03/08/2023	43.84
	1000-55-55300-515340-00000000-	58800	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	PCard	03/08/2023	60.00
	1000-55-55300-515340-00000000-	58679	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	PCard	03/08/2023	21.00
	1000-55-55100-515340-00000000-	58767	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	PCard	03/08/2023	65.96
	1000-55-55300-515340-00000000-	58767	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	PCard	03/08/2023	140.00
	1000-55-55300-515340-00000000-	58678	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	03/08/2023	541.39
	1000-55-55300-515340-00000000-	58710	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	03/08/2023	69.72
	1000-55-55300-515340-00000000-	58773	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	03/08/2023	75.77
	1000-55-55300-515340-00000000-	58780	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	03/08/2023	238.62
	1000-55-55300-515340-00000000-	58791	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	03/08/2023	98.18
	1000-55-55300-515340-00000000-	58808	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	03/08/2023	17.00
	1000-55-55300-515340-00000000-	58822	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	03/08/2023	310.19
	1000-55-55300-515340-00000000-	58834	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	03/08/2023	15.36
	1000-55-55300-515340-00000000-	58835	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	03/08/2023	27.75
	1000-55-55300-515340-00000000-	58837	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	03/08/2023	74.54
	1000-55-55300-515340-00000000-	58846	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	03/08/2023	18.59
	1000-55-55300-515340-00000000-	58843	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	03/08/2023	70.50
	1000-55-55300-515340-00000000-	58833	FY23 PWS ALL MATERIAL "B" BLANKET	PCard	03/08/2023	55.60
	1000-55-55400-515340-00000000-	58781	FY23 PWS MAINT/CONST BID ITEMS - BLANKET	PCard	03/08/2023	45.50
	<b>Total Paid by Vendor</b>					<b>5,357.70</b>
INSIGHT GLOBAL LLC	1000-71-71100-515370-00000000-	11003075185	(BLANKET) TEMP EMPLOYEE-EMMA WARREN	84926	03/02/2023	1,254.00
	<b>Total Paid by Vendor</b>					<b>1,254.00</b>
J H COLLIER INC	1000-17-17400-520200-00000000-	00018973	QUOTE 000Q12003 IT-STOCK	PCard	03/09/2023	1,329.78
	<b>Total Paid by Vendor</b>					<b>1,329.78</b>
J HIGGINS LTD INC	1000-42-42100-515670-00000000-	183877B	HONOR GUARD UNIFORMS	PCard	03/08/2023	850.00
	1000-42-42100-515340-00000000-	186035A	KILT PINS	PCard	03/08/2023	137.00
	<b>Total Paid by Vendor</b>					<b>987.00</b>
JAKE MARSHALL SERVICE INC	1000-14-14300-513010-00000000-	HUNTSVILLE-460367	2023 BLANKET PO HONEYWELL & ACCESS CONTROL REPAIR	90000491	02/27/2023	2,186.71
	1000-14-14300-513010-00000000-	HUNTSVILLE-456613	2023 BLANKET PO HONEYWELL & ACCESS CONTROL REPAIR	90000531	03/02/2023	286.05
	<b>Total Paid by Vendor</b>					<b>2,472.76</b>
JAMES MONAGHAN	1000-14-14300-513010-00000000-	5139	2023 BLANKET PO REPAIRS BY WORK ORDERS	90000496	02/27/2023	910.00
	1000-14-14300-513010-00000000-	5152	2023 BLANKET PO REPAIRS BY WORK ORDERS	90000538	03/01/2023	2,044.00
	<b>Total Paid by Vendor</b>					<b>2,954.00</b>
JAMES R HALL	1000-41-41100-515520-00000000-	60976	TOWING FEES	84980	03/01/2023	141.40
	1000-41-41100-515520-00000000-	60977	TOWING FEES	84980	03/01/2023	106.40
	1000-41-41100-515520-00000000-	60983	TOWING FEES	84980	03/01/2023	106.40
	1000-41-41100-515520-00000000-	60984	TOWING FEES	84980	03/01/2023	106.40
	1000-15-15100-513030-00000000-	61406	COM TX 022723/51406	84980	03/01/2023	10.20
	1000-15-15100-513030-00000000-	61406	COM TX 022723/51406	84980	03/01/2023	85.00
	1000-15-15100-513030-00000000-	60953	COM TX 022723/60953	84980	03/01/2023	1.80
	1000-15-15100-513030-00000000-	60953	COM TX 022723/60953	84980	03/01/2023	50.00
	1000-15-15100-513030-00000000-	61061	COM TX 022723/61061	84980	03/01/2023	47.70
	1000-15-15100-513030-00000000-	61061	COM TX 022723/61061	84980	03/01/2023	50.00
	1000-15-15100-513030-00000000-	61131	COM TX 022723/61131	84980	03/01/2023	2.40
	1000-15-15100-513030-00000000-	61131	COM TX 022723/61131	84980	03/01/2023	50.00
	1000-15-15100-513030-00000000-	61196	COM TX 022723/61196	84980	03/01/2023	50.00
	1000-15-15100-513030-00000000-	61200	COM TX 022723/61200	84980	03/01/2023	50.00
	1000-15-15100-513030-00000000-	61203	COM TX 022723/61203	84980	03/01/2023	4.50
	1000-15-15100-513030-00000000-	61203	COM TX 022723/61203	84980	03/01/2023	50.00
	1000-15-15100-513030-00000000-	61204	COM TX 022723/61204	84980	03/01/2023	4.50
	1000-15-15100-513030-00000000-	61204	COM TX 022723/61204	84980	03/01/2023	50.00
	1000-15-15100-513030-00000000-	61205	COM TX 022723/61205	84980	03/01/2023	50.00
	1000-15-15100-513030-00000000-	61206	COM TX 022723/61206	84980	03/01/2023	7.80
	1000-15-15100-513030-00000000-	61206	COM TX 022723/61206	84980	03/01/2023	50.00
	1000-15-15100-513030-00000000-	61212	COM TX 022723/61212	84980	03/01/2023	17.70



[illegible]

	1000-15-15100-513030-00000000-	62287	COM TX 022723/62287	84980	03/01/2023	50.00
	1000-15-15100-513030-00000000-	62291	COM TX 022723/62291	84980	03/01/2023	4.50
	1000-15-15100-513030-00000000-	62291	COM TX 022723/62291	84980	03/01/2023	50.00
	1000-15-15100-513030-00000000-	61226	COM TX 022723/61226	84980	03/01/2023	94.40
	1000-15-15100-513030-00000000-	61233-0223	COM TX 022723/61233	84980	03/01/2023	94.40
	1000-15-15100-513030-00000000-	61242-0223	COM TX 022723/61242	84980	03/01/2023	94.40
	1000-15-15100-513030-00000000-	61231-0223	COM TX 022723/61231	84980	03/01/2023	94.40
	1000-15-15100-513030-00000000-	61225-0223	COM TX 022723/61225	84980	03/01/2023	94.40
	1000-15-15100-513030-00000000-	62290-0223	COM TX 022723/62290	84980	03/01/2023	50.00
	1000-15-15100-513030-00000000-	61307-0223	COM TX 022723/61307	84980	03/01/2023	83.90
	1000-15-15100-513030-00000000-	62288-0223	COM TX 022723/62288	84980	03/01/2023	54.50
	1000-15-15100-513030-00000000-	62289-0223	COM TX 022723/62289	84980	03/01/2023	67.70
	1000-15-15100-513030-00000000-	61232-0223	COM TX 022723/61232	84980	03/01/2023	94.40
	1000-15-15100-513030-00000000-	60980	COM TX 030623/60980	PCard	03/07/2023	50.00
	1000-15-15100-513030-00000000-	60982	COM TX 030623/60982	PCard	03/07/2023	24.00
	1000-15-15100-513030-00000000-	60982	COM TX 030623/60982	PCard	03/07/2023	50.00
	1000-15-15100-513030-00000000-	60985	COM TX 030623/60985	PCard	03/07/2023	24.00
	1000-15-15100-513030-00000000-	60985	COM TX 030623/60985	PCard	03/07/2023	350.00
	1000-15-15100-513030-00000000-	60995	COM TX 030623/60995	PCard	03/07/2023	50.00
	1000-15-15100-513030-00000000-	61030	COM TX 030623/61030	PCard	03/07/2023	45.90
	1000-15-15100-513030-00000000-	61030	COM TX 030623/61030	PCard	03/07/2023	50.00
	1000-15-15100-513030-00000000-	61164	COM TX 030623/61164	PCard	03/07/2023	50.00
	1000-15-15100-513030-00000000-	61264	COM TX 030623/61264	PCard	03/07/2023	4.50
	1000-15-15100-513030-00000000-	61264	COM TX 030623/61264	PCard	03/07/2023	50.00
	1000-15-15100-513030-00000000-	61281	COM TX 030623/61281	PCard	03/07/2023	50.00
	1000-15-15100-513030-00000000-	62276	COM TX 030623/62276	PCard	03/07/2023	50.00
	1000-15-15100-513030-00000000-	60978-0223	COM TX 030623/60978	PCard	03/07/2023	85.00
	1000-15-15100-513030-00000000-	60992-0223	COM TX 030623/60992	PCard	03/07/2023	103.60
	1000-15-15100-513030-00000000-	60989-0223	COM TX 030623/60989	PCard	03/07/2023	50.00
	1000-15-15100-513030-00000000-	61258-0223	COM TX 030623/61258	PCard	03/07/2023	85.70
	1000-15-15100-513030-00000000-	60994-0223	COM TX 030623/60994	PCard	03/07/2023	57.80
	1000-15-15100-513030-00000000-	61277-0223	COM TX 030623/61277	PCard	03/07/2023	54.50
	1000-15-15100-513030-00000000-	61265-0223	COM TX 030623/61265	PCard	03/07/2023	54.50
	1000-15-15100-513030-00000000-	60979-0223	COM TX 030623/60979	PCard	03/07/2023	50.00
	1000-15-15100-513030-00000000-	60987-0223	COM TX 030623/60987	PCard	03/07/2023	89.70
	1000-15-15100-513030-00000000-	60975-0223	COM TX 030623/60975	PCard	03/07/2023	87.20
	<b>Total Paid by Vendor</b>					<b>6,549.00</b>
JC TRUCK REPAIR	1000-15-15100-513030-00000000-	02015	COM TX 022823/02015	84930	03/01/2023	25.00
	1000-15-15100-513030-00000000-	02015	COM TX 022823/02015	84930	03/01/2023	290.00
	<b>Total Paid by Vendor</b>					<b>315.00</b>
JOHN M DEBRO	1000-43-00000-515370-00000000-	SUBJUDGE-02/28/23 AM	SUB JUDGE-MUNICIPAL CRT-2/28/23 AM DOCKET	84885	03/01/2023	483.00
	1000-43-00000-515370-00000000-	SUBJUDGE-2/22/23 AFT	SUBJUDGE-MUNI CRT-02/22/23 AFT DOCKET	84885	03/01/2023	225.00
	1000-43-00000-515370-00000000-	SUBJUDGE-2/24/23 AM	SUB JUDGE-MUNI CRT-02/24/23-AM DOCKET	84885	03/01/2023	510.00
	<b>Total Paid by Vendor</b>					<b>1,218.00</b>
KATHLEEN A SKEMP ZIMMERMAN	1000-43-00000-515370-00000000-	MORN DOCK 02/22/23	SUB JUDGE 02/23/2023	85030	03/01/2023	375.00
	<b>Total Paid by Vendor</b>					<b>375.00</b>
KATHLEEN JUDAH	1000-30-30200-515370-00000000-	K.JUDAH 022023	BLANKET-GROUP EXERCISE INSTRUCTOR-JLC	PCard	03/08/2023	43.10
	<b>Total Paid by Vendor</b>					<b>43.10</b>
KELLYS TIRE SERVICE	1000-15-15100-513030-00000000-	239157	COM TX 022723/239157	90000532	03/01/2023	90.00
	1000-15-15100-513030-00000000-	239157	COM TX 022723/239157	90000532	03/01/2023	187.47
	1000-15-15100-513030-00000000-	239158	COM TX 022723/239158	90000532	03/01/2023	85.00
	1000-15-15100-513030-00000000-	239159	COM TX 022723/239159	90000532	03/01/2023	95.00
	1000-15-15100-513030-00000000-	239289	COM TX 022723/239289	90000532	03/01/2023	3.00
	1000-15-15100-513030-00000000-	239289	COM TX 022723/239289	90000532	03/01/2023	85.00
	1000-15-15100-513030-00000000-	239289	COM TX 022723/239289	90000532	03/01/2023	135.32
	1000-15-15100-513030-00000000-	239323	COM TX 022723/239323	90000532	03/01/2023	90.00
	1000-15-15100-513030-00000000-	239323	COM TX 022723/239323	90000532	03/01/2023	493.21
	1000-15-15100-513030-00000000-	239326	COM TX 022723/239326	90000532	03/01/2023	10.00
	1000-15-15100-513030-00000000-	239326	COM TX 022723/239326	90000532	03/01/2023	172.50
	1000-15-15100-513030-00000000-	239543	COM TX 022723/239543	90000532	03/01/2023	95.00
	1000-15-15100-513030-00000000-	239544	COM TX 022723/239544	90000532	03/01/2023	35.00
	1000-15-15100-513030-00000000-	239544	COM TX 022723/239544	90000532	03/01/2023	90.00

	1000-15-15100-513030-00000000-	239778	COM TX 022723/239778	90000532	03/01/2023	208.54
	1000-00-00000-140101-00000000-	239689	TIRES	90000532	03/01/2023	1,606.92
	1000-00-00000-140101-00000000-	239690	TIRES	90000532	03/01/2023	1,972.84
	1000-15-15100-513030-00000000-	239803	COM TX 030623/239803	PCard	03/07/2023	80.00
	1000-15-15100-513030-00000000-	239806	COM TX 030623/239806	PCard	03/07/2023	30.00
	1000-15-15100-513030-00000000-	239807	COM TX 030623/239807	PCard	03/07/2023	35.00
	1000-15-15100-513030-00000000-	239834	COM TX 030623/239834	PCard	03/07/2023	30.00
	<b>Total Paid by Vendor</b>					<b>5,629.80</b>
KNOLOGY OF HUNTSVILLE	1000-17-17100-515070-00000000-	0194584020223	FY23 BLANKET PO FOR WOW SERVICES COH	84842	02/27/2023	1,167.90
	1000-17-17100-515070-00000000-	019652888-0223	FY23 BLANKET PO FOR WOW SERVICES COH	85027	03/02/2023	65.98
	<b>Total Paid by Vendor</b>					<b>1,233.88</b>
KONE INC	1000-53-53200-513010-PK1060XX-	962471659	SOLE SOURCE ELEVATOR MAINTENANCE GARAGE "T"	PCard	03/08/2023	7,861.20
	<b>Total Paid by Vendor</b>					<b>7,861.20</b>
KONICA MINOLTA BUSINESS SOLUTIONS USA INC	1000-17-17100-515250-00000000-	285345386	FY23 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	84931	03/01/2023	400.27
	1000-17-17100-515250-00000000-	285334595	FY23 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	84931	03/01/2023	120.73
	1000-17-17100-515250-00000000-	285698662	FY23 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	84931	03/02/2023	12.59
	1000-17-17100-515250-00000000-	285699039	FY23 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	84931	03/02/2023	140.41
	1000-17-17100-515250-00000000-	285698756	FY23 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	84931	03/02/2023	32.03
	1000-17-17100-515250-00000000-	285699145	FY23 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	84931	03/02/2023	240.00
	1000-17-17100-515250-00000000-	285699194	FY23 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	84931	03/02/2023	6.32
	1000-17-17100-515250-00000000-	285698290	FY23 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	84931	03/02/2023	70.39
	1000-17-17100-515250-00000000-	285698369	FY23 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	84931	03/02/2023	102.13
	1000-17-17100-515250-00000000-	51094887	FY23 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	PCard	03/07/2023	200.00
	1000-17-17100-515250-00000000-	9009194185	FY23 BLANKET PO KONICA MINOLTA COPIER SERVICES COH	PCard	03/08/2023	9.00
	<b>Total Paid by Vendor</b>					<b>1,333.87</b>
LANDSCAPE ASSOCIATES INC	1000-52-52100-515370-00000000-	HM 20876	WEEKLY MAINTENANCE - MID CITY (BLANKET PO)	84932	02/28/2023	2,146.00
	<b>Total Paid by Vendor</b>					<b>2,146.00</b>
LANIER FORD SHAVER & PAYNE PC	1000-18-00000-515372-00000000-	169955	BLANKET - OUTSIDE LEGAL SERVICES	90000534	03/03/2023	3,503.09
	1000-18-00000-515372-00000000-	169960	BLANKET - OUTSIDE LEGAL SERVICES	90000534	03/03/2023	430.00
	1000-18-00000-515372-00000000-	169913	BLANKET - OUTSIDE LEGAL SERVICES	90000534	03/03/2023	450.00
	1000-18-00000-515372-00000000-	169959	BLANKET - OUTSIDE LEGAL SERVICES	90000534	03/03/2023	175.00
	1000-18-00000-515372-00000000-	169914	BLANKET - OUTSIDE LEGAL SERVICES	90000534	03/03/2023	73,336.65
	1000-18-00000-515372-00000000-	169952	BLANKET - OUTSIDE LEGAL SERVICES	90000534	03/03/2023	50.00
	1000-18-00000-515372-00000000-	169951	BLANKET - OUTSIDE LEGAL SERVICES	90000534	03/03/2023	280.00
	1000-18-00000-515372-00000000-	169953	BLANKET - OUTSIDE LEGAL SERVICES	90000534	03/03/2023	1,825.00
	1000-18-00000-515372-00000000-	169954	BLANKET - OUTSIDE LEGAL SERVICES	90000534	03/03/2023	2,680.00
	1000-18-00000-515372-00000000-	169957	BLANKET - OUTSIDE LEGAL SERVICES	90000534	03/03/2023	40.00
	1000-18-00000-515372-00000000-	169958	BLANKET - OUTSIDE LEGAL SERVICES	90000534	03/03/2023	667.05
	1000-18-00000-515372-00000000-	169956	BLANKET - OUTSIDE LEGAL SERVICES	90000534	03/03/2023	175.00
	1000-18-00000-515372-00000000-	170076	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/07/2023	175.00
	1000-18-00000-515372-00000000-	170078	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/07/2023	5,885.00
	1000-18-00000-515372-00000000-	170077	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/07/2023	1,945.00
	1000-18-00000-515372-00000000-	170079	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/07/2023	250.00
	1000-18-00000-515372-00000000-	170073	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/07/2023	915.11
	1000-18-00000-515372-00000000-	170074	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/07/2023	4,335.00
	1000-18-00000-515372-00000000-	170075	BLANKET - OUTSIDE LEGAL SERVICES	PCard	03/07/2023	22,707.90
	<b>Total Paid by Vendor</b>					<b>119,824.80</b>
LEES MAGIC TUNNEL	1000-15-15100-513030-00000000-	31716	COM TX 030623/31716	PCard	03/07/2023	37.00
	<b>Total Paid by Vendor</b>					<b>37.00</b>
LEGRAND HOLDING, INC.	1000-17-17300-520200-00000000-	INV20230906	QUOTE S072478 IT-NETWORKS	84933	03/02/2023	408.32
	<b>Total Paid by Vendor</b>					<b>408.32</b>
LEXISNEXIS RISK SOLUTIONS	1000-70-70200-515370-00000000-	1629841-20230228	RISK DATA MANAGEMENT (BLANKET PO)	84934	03/07/2023	246.46
	<b>Total Paid by Vendor</b>					<b>246.46</b>
LISA WARNER	1000-50-00000-515162-00000000-	102450	BLANKET LISP, SPAY/NEUTER/RABIES, MEDICAL, SICK/I	84920	02/28/2023	10.00
	1000-50-00000-515163-00000000-	102450	BLANKET LISP, SPAY/NEUTER/RABIES, MEDICAL, SICK/I	84920	02/28/2023	95.00
	<b>Total Paid by Vendor</b>					<b>105.00</b>
LUMOS HOLDINGS US ACQUISITION CO	1000-42-42100-520500-00000000-	7251295	STRENGTH TRAINING EQUIPMENT	84774	02/27/2023	5,338.51
	1000-30-30200-515340-00000000-	7313730	REPLACEMENT CABLES AND PIECES FOR MACHING AT JLC	84935	03/06/2023	177.97
	1000-30-30200-515340-00000000-	7311805	REPLACEMENT CABLES AND PIECES FOR MACHING AT JLC	84935	03/06/2023	11.84
	<b>Total Paid by Vendor</b>					<b>5,528.32</b>
MACKAY METERS INC	1000-53-53100-520500-00000000-	1063573	SPARE PARTS FOR PARKING METERS	90000493	02/27/2023	1,234.75
	<b>Total Paid by Vendor</b>					<b>1,234.75</b>

MADISON COUNTY	1000-00-00000-231502-00000000- <b>Total Paid by Vendor</b>	DECEMBER 2022	DECEMBER 2022 MONTHLY REPORT	84778	02/28/2023	20,863.04
MADISON COUNTY AUTO PARTS INC	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	1.49
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	3.16
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	3.60
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	4.30
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	4.88
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	5.47
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	5.66
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	6.98
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	7.88
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	9.79
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	11.00
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	12.14
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	14.66
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	15.80
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	15.85
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	16.18
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	16.26
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	16.70
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	21.08
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	31.37
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	36.25
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	38.00
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	41.28
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	41.86
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	41.98
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	52.28
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	53.67
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	56.93
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	60.43
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	62.78
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	63.95
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	82.29
	1000-15-15100-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	95.98
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	1000-15-15100-513030-00000000-	243657	NAPA TRX DATE 022723	84939	02/28/2023	690.23
	1000-15-15100-515340-00000000-	243735	TIRE REPAIR SUPPLIES FOR THE SERVICE AREA	84939	02/28/2023	289.75
	1000-15-15100-520500-00000000-	243751	SERVICE JACK FOR FLEET HEAVY SHOP	84939	02/28/2023	1,689.00
	1000-52-52500-515340-00000000-	243143	ANTIFREEZE, BRAKE CLEANER & GREASE VEHICLES WEST	84939	03/02/2023	656.40
	1000-52-52300-513010-00000000-	243100	NAPA 15W40 QT - SPORTS (ERNESTO)	84939	03/06/2023	155.16
	1000-55-55400-514010-00000000-	243859	FY23 VARIOUS FLUIDS, AUTOMOTIVE-PWS BLANKET	PCard	03/08/2023	44.63
	<b>Total Paid by Vendor</b>					<b>50,857.31</b>
MADISON COUNTY CIRCUIT COURT	1000-00-00000-231401-00000000-	DECEMBER 2022	DECEMBER 2022 MONTHLY REPORT	84775	02/28/2023	2,279.88

	1000-00-00000-231400-00000000-	DEC 2022 MONTHLY	DECEMBER 2022 MONTHLY REPORT	84776	02/28/2023	2,279.88
	<b>Total Paid by Vendor</b>					<b>4,559.76</b>
MADISON COUNTY COMMISSION	1000-00-00000-231403-00000000-	DECEMBER 2022	DECEMBER 2022 MONTHLY REPORT	84777	02/28/2023	849.00
	<b>Total Paid by Vendor</b>					<b>849.00</b>
MARK B HASTINGS	1000-43-00000-515370-00000000-	4011 1ST SESSION	INSTRUCTOR-DDC/ADD CLASS-022723-CLS# 4011 1ST SES	84912	03/01/2023	105.00
	1000-43-00000-515370-00000000-	4016 1ST SESSION	INST-DDC/ADD CLASS 3/8/23 CLASS# 4016 1ST SESSION	PCard	03/09/2023	105.00
	<b>Total Paid by Vendor</b>					<b>210.00</b>
MCGRIFF TIRE CO INC	1000-00-00000-140101-00000000-	4660048821	TIRES	90000494	02/27/2023	3,111.82
	1000-00-00000-140101-00000000-	4660048809	TIRES	90000494	02/27/2023	4,618.38
	1000-00-00000-140101-00000000-	4660049085	TIRES	90000536	03/01/2023	4,618.38
	1000-00-00000-140101-00000000-	4660049144	TIRES	90000536	03/01/2023	2,502.82
	<b>Total Paid by Vendor</b>					<b>14,851.40</b>
MCKESSON MEDICAL SURGICAL GOVERNMENT	1000-42-42100-515340-00000000-	20338210	MEDICAL GLOVES FOR SUPPRESSION	84781	02/27/2023	1,501.50
	1000-42-42100-515340-00000000-	20019050	MEDICAL SUPPLIES	84781	02/27/2023	59.40
	1000-42-42100-515340-00000000-	20019050A	PAID INCORRECT AMT	84781	02/27/2023	13.53
	1000-42-42100-515340-00000000-	20368728	MEDICAL GLOVES FOR SUPPRESSION	84941	03/02/2023	693.00
	<b>Total Paid by Vendor</b>					<b>2,267.43</b>
MERIDIANVILLE PET HOSPITAL	1000-50-00000-515162-00000000-	53859	BLANKET PO RABIES, SPAY, NEUTER	84942	03/06/2023	10.00
	<b>Total Paid by Vendor</b>					<b>10.00</b>
MERRILL KAY HUDNALL	1000-50-00000-515340-00000000-	02/03/23-02/21/23	BLANKET-RELIEF VETERINARIAN	PCard	03/09/2023	2,475.00
	<b>Total Paid by Vendor</b>					<b>2,475.00</b>
MICHELE T HATCHER CHAPTER 13 TRUSTEE	1000-00-00000-210180-00000000-	300570	Payroll Run 1 - Warrant 230305	85042	03/10/2023	6,968.00
	<b>Total Paid by Vendor</b>					<b>6,968.00</b>
MICHIGAN STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	300582	Payroll Run 1 - Warrant 230305	85043	03/10/2023	332.64
	<b>Total Paid by Vendor</b>					<b>332.64</b>
MID-SOUTH WATER LLC	1000-14-14300-513010-00000000-	9174	2023 BLANKET PO CHILLER WATER TREATMENT	84944	03/07/2023	789.00
	<b>Total Paid by Vendor</b>					<b>789.00</b>
MILE HIGH SHOOTING ACCESSORIES LLC	1000-41-41100-515340-00000000-	INV27680	REPLACEMENT RIFLES	84945	03/07/2023	25,600.00
	1000-41-41305-515340-00000000-	INV27680	REPLACEMENT RIFLES	84945	03/07/2023	85,000.00
	<b>Total Paid by Vendor</b>					<b>110,600.00</b>
MILLER SPORTS LLC	1000-30-30600-515520-00000000-	MILLER 02/20/23	BLANKET PAYMENT OFFICIALS/SCOREKEEPERS/MEN'S BB	PCard	03/08/2023	3,600.00
	<b>Total Paid by Vendor</b>					<b>3,600.00</b>
MILLERKNOLL INC	1000-75-75100-515340-00000000-	73709422	OFFICE CHAIRS FOR STAFF	PCard	03/08/2023	1,248.00
	1000-75-75200-515340-00000000-	73709422	OFFICE CHAIRS FOR STAFF	PCard	03/08/2023	1,118.00
	1000-75-75300-515340-00000000-	73709422	OFFICE CHAIRS FOR STAFF	PCard	03/08/2023	1,118.00
	<b>Total Paid by Vendor</b>					<b>3,484.00</b>
MOBILE COMMUNICATIONS AMERICA INC	1000-17-17100-515070-00000000-	80102805	23-66 SOLE SOURCE COMMUNICATION EQPT. SUPPORT COH	90000495	02/27/2023	86,760.00
	<b>Total Paid by Vendor</b>					<b>86,760.00</b>
MODEL ENVIRONMENT LLC	1000-52-52100-515370-00000000-	INV033	HOMELESS CAMP CLEANUP SERVICES (BLANKET PO)	84948	02/28/2023	725.00
	<b>Total Paid by Vendor</b>					<b>725.00</b>
MOTOROLA SOLUTIONS	1000-17-17100-515250-00000000-	1187094324	RES. 22-1021 RMS MANAGED SERVICES FOR POLICE	84949	03/01/2023	80,449.20
	<b>Total Paid by Vendor</b>					<b>80,449.20</b>
MUNICIPAL EMERGENCY SERVICES	1000-42-42100-513040-00000000-	IN1836193	HURST TOOL REPAIR BLANKET P.O.	84943	03/02/2023	622.20
	1000-42-42100-513040-00000000-	IN1836194	HURST TOOL REPAIR BLANKET P.O.	84943	03/02/2023	1,505.00
	<b>Total Paid by Vendor</b>					<b>2,127.20</b>
NAPS INC	1000-16-16100-515370-00000000-	5870	NAPS-OUTSIDE PROFESSIONAL SERVICES-BLANKET PO	PCard	03/09/2023	1,432.10
	<b>Total Paid by Vendor</b>					<b>1,432.10</b>
NATIONAL ASSOCIATION OF TELECOMMUNICATION	1000-18-00000-515340-00000000-	10-1763	BLANKET - ANNUAL DUES	84951	03/01/2023	1,885.00
	<b>Total Paid by Vendor</b>					<b>1,885.00</b>
NATIONWIDE RETIREMENT SOLUTIONS	1000-00-00000-210220-00000000-	NATIONWDE CNT 230305	NATIONWIDE CONTRIBUTIONS 230305	85049	03/08/2023	196,596.45
	<b>Total Paid by Vendor</b>					<b>196,596.45</b>
NEXAIR LLC	1000-75-75300-515340-00000000-	0010695914	ACETYLENE TANK REFILL ***BLANKET PO***	84952	03/01/2023	209.51
	1000-15-15100-515340-00000000-	0010706644	CYLINDER MAINTENANCE (BLANKET)	PCard	03/01/2023	376.92
	1000-15-15100-515340-00000000-	0010734182	CYLINDER MAINTENANCE (BLANKET)	84952	03/06/2023	509.56
	1000-55-55400-515340-00000000-	0010734180	FY23 CYLINDER MAINTENANCE BLANKET	PCard	03/08/2023	135.09
	1000-75-75200-515340-00000000-	0010713955	CYLINDER MAINTENANCE ***BLANKET PO***	PCard	03/08/2023	68.03
	<b>Total Paid by Vendor</b>					<b>1,299.11</b>
NORTH AMERICA FIRE EQUIPMENT CO INC	1000-42-42100-515340-00000000-	1193470	PETZL LOCKS	84787	02/27/2023	2,378.64
	1000-42-42100-515340-00000000-	1193506	FIREFIGHTER GLOVES	84787	02/27/2023	1,545.00
	1000-42-42100-515340-00000000-	1193513	LIFESAFETY ROPE	84787	02/27/2023	232.80
	1000-42-42100-515340-00000000-	1194350	LIFESAFETY ROPE	84950	03/01/2023	270.90

	1000-42-42100-515340-00000000-	1194359	CMC SKED	84950	03/01/2023	845.00
	1000-42-42100-515340-00000000-	1194798	LIFESAFETY ROPE	84950	03/03/2023	2,189.00
	1000-42-42100-520500-00000000-	1193978	FIRE EXTINGUISHER TRAINING SYSTEM	84950	03/03/2023	17,351.88
	1000-42-42100-515340-00000000-	1195486	NOMEX HOODS	PCard	03/08/2023	3,481.25
	1000-42-42100-515340-00000000-	1196101	HYDRANT GATE VALVE	PCard	03/09/2023	770.00
	<b>Total Paid by Vendor</b>					<b>29,064.47</b>
NXTSTEP CRIMINAL LAW	1000-43-00000-515043-00000000-	606	FOR INDIGENT DEFENSE SERVICES FOR 11177086	84955	03/01/2023	938.00
	1000-43-00000-515043-00000000-	613	FOR INDIGENT DEFENSE SERVICES FOR 11203023	PCard	03/09/2023	357.00
	<b>Total Paid by Vendor</b>					<b>1,295.00</b>
NYS CHILD SUPPORT PROCESSING (SDU)	1000-00-00000-210180-00000000-	300569	Payroll Run 1 - Warrant 230305	85044	03/10/2023	11.53
	<b>Total Paid by Vendor</b>					<b>11.53</b>
OCCUPATIONAL HEALTH GROUP	1000-16-16100-515370-00000000-	205325	MRODRUG SCREENS HEALTH CENTER BLNKT PO	84957	03/03/2023	1,446.00
	1000-16-16100-515370-00000000-	206122	MRODRUG SCREENS HEALTH CENTER BLNKT PO	84957	03/03/2023	180.00
	1000-16-16100-515370-00000000-	206138	MRODRUG SCREENS HEALTH CENTER BLNKT PO	84957	03/03/2023	79.50
	1000-16-16100-515370-00000000-	208011	MRODRUGSCNSHLTHCNTRBLANKETPO2227DRAKEAVE	84957	03/03/2023	733.50
	1000-16-16100-515370-00000000-	209156	MRODRUGSCNSHLTHCNTRBLANKETPO2227DRAKEAVE	84957	03/03/2023	1,743.00
	1000-16-16100-515370-00000000-	209495	MRODRUGSCNSHLTHCNTRBLANKETPO2227DRAKEAVE	84957	03/03/2023	30.00
	1000-16-16100-515370-00000000-	203820	MRODRUGSCNSHLTHCNTRBLANKETPO2227DRAKEAVE	PCard	03/09/2023	1,267.50
	1000-16-16100-515370-00000000-	203821	MRODRUGSCNSHLTHCNTRBLANKETPO2227DRAKEAVE	PCard	03/09/2023	112.50
	1000-16-16100-515370-00000000-	206513	MRODRUGSCNSHLTHCNTRBLANKETPO2227DRAKEAVE	PCard	03/09/2023	30.00
	1000-16-16100-515370-00000000-	206514	MRODRUGSCNSHLTHCNTRBLANKETPO2227DRAKEAVE	PCard	03/09/2023	1,624.50
	1000-16-16100-515370-00000000-	206835	MRODRUGSCNSHLTHCNTRBLANKETPO2227DRAKEAVE	PCard	03/09/2023	410.00
	1000-16-16100-515370-00000000-	208806	MRODRUGSCNSHLTHCNTRBLANKETPO2227DRAKEAVE	PCard	03/09/2023	49.50
	1000-16-16100-515370-00000000-	208807	MRODRUGSCNSHLTHCNTRBLANKETPO2227DRAKEAVE	PCard	03/09/2023	49.50
	1000-16-16100-515370-00000000-	210246	MRODRUGSCNSHLTHCNTRBLANKETPO2227DRAKEAVE	PCard	03/09/2023	1,564.50
	1000-16-16100-515370-00000000-	210523	MRODRUGSCNSHLTHCNTRBLANKETPO2227DRAKEAVE	PCard	03/09/2023	209.50
	<b>Total Paid by Vendor</b>					<b>9,529.50</b>
OCR WATER & FIRE PROTECTION AUTHORITY	1000-14-14100-515700-00000000-	010-01147-01-022823	2023 BLANKET PO - FS# 19 UTILITIES WATER SERVICES	84960	03/06/2023	18.08
	1000-14-14100-515700-00000000-	010-01146-01-022823	2023 BLANKET PO - FS# 19 UTILITIES WATER SERVICES	84960	03/06/2023	137.05
	1000-14-14100-515700-00000000-	010-01145-01-022823	2023 BLANKET PO - FS# 19 UTILITIES WATER SERVICES	84960	03/06/2023	18.08
	<b>Total Paid by Vendor</b>					<b>173.21</b>
OFFICE FURNITURE OUTLET INC	1000-42-42100-515340-00000000-	221097	WORKSTATION FOR WAREHOUSE OFFICE	84956	02/28/2023	3,940.00
	<b>Total Paid by Vendor</b>					<b>3,940.00</b>
OFFICE OF PROSECUTION SERVICES	1000-00-00000-231500-00000000-	PRETRIAL FEB 2023	MAIN OF PRETRIAL DIVERSION DATABASE FEB. 2023	84968	03/03/2023	231.00
	<b>Total Paid by Vendor</b>					<b>231.00</b>
OHD LLLP	1000-42-42100-515340-00000000-	87426	YEARLY MASK FIT MACHINE SERVICE	84791	02/27/2023	935.00
	<b>Total Paid by Vendor</b>					<b>935.00</b>
PARK SUPPLY COMPANY INC	1000-14-14300-515610-00000000-	S2206621.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84793	02/27/2023	137.45
	1000-14-14300-513010-00000000-	S2206622.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84793	02/27/2023	317.52
	1000-14-14300-513010-00000000-	S2206653.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84793	02/27/2023	32.44
	1000-14-14300-513010-00000000-	S2207238.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84793	02/27/2023	32.18
	1000-14-14300-513010-00000000-	S2202808.002	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84962	02/28/2023	646.24
	1000-14-14300-513010-00000000-	S2208208.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84962	02/28/2023	31.50
	1000-14-14300-513010-00000000-	S2208445.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84962	02/28/2023	115.93
	1000-14-14300-513010-00000000-	S2208365.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84962	03/01/2023	201.80
	1000-14-14300-513010-00000000-	S2208559.001	CREDIT FOR INVOICE #s2208365.001	84962	03/01/2023	(189.83)
	1000-14-14300-513010-00000000-	S2208582.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84962	03/01/2023	323.12
	1000-14-14300-513010-00000000-	S2209116.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84962	03/02/2023	39.44
	1000-14-14300-513010-00000000-	S2209366.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84962	03/06/2023	406.15
	1000-14-14300-513010-00000000-	S2209708.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84962	03/06/2023	230.35
	1000-14-14300-513010-00000000-	S2209740.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84962	03/06/2023	24.22
	1000-14-14300-513010-00000000-	S2209747.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	84962	03/06/2023	37.01
	1000-14-14300-513010-00000000-	S2210227.001	2023 BLANKET PO MISC. MATERIAL FOR REPAIRS	PCard	03/08/2023	473.78
	<b>Total Paid by Vendor</b>					<b>2,859.30</b>
PARKER TECHNOLOGY LLC	1000-53-53200-513010-PK1020XX-	21848	BLANKET P.O) CALL BUNDLE OF GARAGES "B","D","M"	84964	03/01/2023	289.74
	1000-53-53200-513010-PK1030XX-	21848	BLANKET P.O) CALL BUNDLE OF GARAGES "B","D","M"	84964	03/01/2023	504.49
	1000-53-53200-513010-PK1051XX-	21848	BLANKET P.O) CALL BUNDLE OF GARAGES "B","D","M"	84964	03/01/2023	274.74
	<b>Total Paid by Vendor</b>					<b>1,068.97</b>
PATRICK JONES	1000-00-00000-210101-00000000-	BENEF PAYMENT 0223	BENEFICIARY PAYMENT 2/23	84794	02/28/2023	296.76
	<b>Total Paid by Vendor</b>					<b>296.76</b>
PORTER ROOFING CONTRACTORS INC	1000-14-14300-513010-00000000-	16743	2023 BLANKET PO ROOFING REPAIRS	84965	03/01/2023	246.82
	1000-14-14300-513010-00000000-	16744	2023 BLANKET PO ROOFING REPAIRS	84965	03/01/2023	235.96

	<b>Total Paid by Vendor</b>					<b>482.78</b>
PRO ELECTRIC INC	1000-14-14300-513010-00000000-	W43305	2023 BLANKET PO ELECTRICAL REPAIRS	90000501	02/27/2023	1,133.45
	1000-14-14300-513010-00000000-	W43310	2023 BLANKET PO ELECTRICAL REPAIRS	90000501	02/27/2023	4,738.13
	1000-14-14300-513010-00000000-	W43318	2023 BLANKET PO ELECTRICAL REPAIRS	90000501	02/27/2023	405.00
	1000-14-14300-513010-00000000-	W43319	2023 BLANKET PO ELECTRICAL REPAIRS	90000501	02/27/2023	155.00
	1000-14-14300-513010-00000000-	W43273	2023 BLANKET PO ELECTRICAL REPAIRS	90000501	02/27/2023	1,688.62
	1000-14-14300-513010-00000000-	W71602	2023 BLANKET PO -LIGHTING REPAIRS BALLFIELD	90000501	02/27/2023	707.03
	1000-14-14300-513010-00000000-	W71605	2023 BLANKET PO -LIGHTING REPAIRS BALLFIELD	90000501	02/27/2023	412.50
	1000-75-75200-515340-00000000-	W43259	ELECTRICAL WORK FOR HEATER INSTALL	90000501	02/28/2023	1,276.47
	1000-14-14300-513010-00000000-	W71606	2023 BLANKET PO -LIGHTING REPAIRS BALLFIELD	90000541	03/01/2023	2,339.99
	1000-14-14300-513010-00000000-	W43324	2023 BLANKET PO ELECTRICAL REPAIRS	90000541	03/02/2023	355.00
	1000-14-14300-513010-00000000-	W43322	2023 BLANKET PO ELECTRICAL REPAIRS	90000541	03/06/2023	2,345.73
	1000-14-14300-513010-00000000-	W81475	2023 BLANKET PO -LIGHTING REPAIRS BALLFIELD	90000541	03/06/2023	3,541.27
	<b>Total Paid by Vendor</b>					<b>19,098.19</b>
PRO-AIR SERVICES INC	1000-14-14300-513010-00000000-	100452	2023 BLANKET PO HVAC REPAIRS	84798	02/28/2023	364.00
	1000-14-14300-513010-00000000-	100451	2023 BLANKET PO HVAC REPAIRS	84798	02/28/2023	136.00
	1000-14-14300-513010-00000000-	100475	2023 BLANKET PO HVAC REPAIRS	84798	02/28/2023	364.00
	<b>Total Paid by Vendor</b>					<b>864.00</b>
PROPTST PROPERTIES LLC	1000-53-53200-513010-PK1030XX-	120522	ELEVATOR INSTALLMENT GARAGE "B" CITY PORTION	84799	02/27/2023	15,453.60
	1000-53-53200-515700-PK1030XX-	UTIL-FEBRUARY-2023	UTILITY REIMBURSEMENT BILLING (BLANKET PO)	84967	03/01/2023	1,563.84
	<b>Total Paid by Vendor</b>					<b>17,017.44</b>
RED RIVER SPECIALTIES INC	1000-52-52300-513010-00000000-	804538	TRIAD SELECT CHEMICAL FOR SPORTS (CRAIG)	84969	03/02/2023	171.00
	<b>Total Paid by Vendor</b>					<b>171.00</b>
REFUND PAYMENTS	1000-00-00000-130205-00000000-	REFUND# 53124	REFUND# 53124-OVERPAYMENT OF PENALTIES 7/22	84802	02/27/2023	190.15
	1000-00-00000-130205-00000000-	REFUND# 67257		84801	02/27/2023	68.43
	1000-00-00000-130205-00000000-	REFUND# 504	REFUND# 504- SALES TAX	84807	02/27/2023	23,474.36
	1000-00-00000-130205-00000000-	REFUND# 67462	REFUND# 67462-OVERPAYMENT OF SALES USE TAX 10/22	84806	02/27/2023	1,139.68
	1000-00-00000-130205-00000000-	REFUND# 7054	REFUND# 7054-OVERPAYMENT OF SELLERS USE TAX 2/20	84804	02/27/2023	503.18
	1000-00-00000-130205-00000000-	5656 REFUND	#5656 REFUND FOR OVERPMT OF PENALTIES (JULY 22)	84800	02/27/2023	50.00
	1000-51-00000-425103-00000000-	BLOCK 110 LOT 174	FEES PD FOR 2 FOUNDATIONS THAT WERE ALREADY POURED	84803	02/27/2023	288.00
	1000-53-00000-420200-PK1040XX-	REFUND INV# 30527	REFUND INV 30527- ACCT CANCELLATION	84973	02/28/2023	56.00
	1000-53-00000-420200-PK1040XX-	REFUND INV# 30865	REFUND INV 30865- ACCT CANCELLATION	84974	02/28/2023	56.00
	1000-43-00000-423124-00000000-	11070781	REIM OVPMPT ON CASE #11070781/CIT #T6722475B	84975	03/01/2023	389.00
	1000-12-00000-410100-00000000-	REFUND# 26	REFUND# 26 OF BUSINESS LICENSE PRIVILEGE TAX	84977	03/06/2023	3,513.20
	1000-43-00000-423124-00000000-	REIM CS# 11171043	REIMB OVERPAY CS#11171043,CIT#U0342848,REC#1088097	PCard	03/07/2023	5.00
	1000-43-00000-423124-00000000-	11110094	REIMBURSEMENT FOR OVERPMT ON CASE 11110094	PCard	03/07/2023	65.00
	1000-43-00000-423124-00000000-	11110192	REIMBURSEMENT FOR OVERPMT ON CASE 11110192	PCard	03/07/2023	50.00
	<b>Total Paid by Vendor</b>					<b>29,848.00</b>
REGIONS BANK	1000-00-00000-200006-00000000-	2/23-PMT 1/23-TRX	PCARD FEBRUARY PAYMENT FOR JANUARY TRX	84709	02/28/2023	36,846.22
	1000-00-00000-200006-00000000-	2/23-PMT 1/23-TRX	PCARD FEBRUARY PAYMENT FOR JANUARY TRX	84709	02/28/2023	63,045.80
	1000-00-00000-210250-00000000-	03/05 FSA MED/DEP	2300305 FSA MED/DEP CARE BI-WKLY PR WIRE	85048	03/08/2023	3,371.35
	1000-00-00000-210260-00000000-	03/05 FSA MED/DEP	2300305 FSA MED/DEP CARE BI-WKLY PR WIRE	85048	03/08/2023	22,601.15
	<b>Total Paid by Vendor</b>					<b>125,864.52</b>
REIMBURSEMENT PAYMENTS	1000-41-41100-515520-00000000-	03012023	CONFIDENTIAL INFORMANT BUY MONEY FOR NARCOTICS UNT	84978	03/01/2023	20,000.00
	<b>Total Paid by Vendor</b>					<b>20,000.00</b>
REPUBLIC SERVICES INC	1000-14-14310-515370-00000000-	0979-001015104	2023 BLANKET PO REFUSE SERVICES	PCard	03/08/2023	1,824.91
	1000-53-53200-513010-PK1060XX-	0979-001018088	REFUSE CONTNR SERV. 10/01/22-9/30/23 (BLANKET PO)	PCard	03/08/2023	43.30
	1000-55-55400-515730-00000000-	0979-001020519	FY23 30YD ROLL OFF BLANKET (MAINT)	PCard	03/08/2023	450.09
	1000-14-14310-515370-00000000-	0979-001017645	2023 BLANKET PO REFUSE SERVICES	PCard	03/08/2023	5,187.31
	<b>Total Paid by Vendor</b>					<b>7,505.61</b>
RETIREMENT SYSTEMS OF ALABAMA	1000-00-00000-210160-00000000-	RSA EE/ER CST 230305	RSA EMPLOYEE AND EMPLOYER COSTS 230305	85050	03/09/2023	1,181,171.26
	<b>Total Paid by Vendor</b>					<b>1,181,171.26</b>
RICHARD FLANNERY	1000-18-00000-515372-00000000-	REIMB HILTON GERMANY	REIMBURSMENT-APPEARING AS WITNESS-HILTON GERMANY	PCard	03/07/2023	2,257.71
	<b>Total Paid by Vendor</b>					<b>2,257.71</b>
SAFEWARE INC	1000-42-42100-515340-00000000-	30060245	HAZMAT HELMETS	84982	03/01/2023	5,052.15
	1000-42-42100-515340-00000000-	30058392	RECHARGABLE BATTERY	84982	03/03/2023	79.00
	<b>Total Paid by Vendor</b>					<b>5,131.15</b>
SCOTT LIGHTING SUPPLY CO	1000-14-14300-513010-00000000-	125198	2023 BLANKET PO -ELECTRICAL ITEMS	90000502	02/28/2023	169.66
	1000-14-14300-513010-00000000-	125271	2023 BLANKET PO -ELECTRICAL ITEMS	90000502	02/28/2023	306.90
	1000-14-14300-513010-00000000-	125279	2023 BLANKET PO -ELECTRICAL ITEMS	90000542	03/01/2023	237.30
	1000-14-14300-513010-00000000-	125326	2023 BLANKET PO -ELECTRICAL ITEMS	90000542	03/01/2023	199.12
	1000-14-14300-513010-00000000-	125330	2023 BLANKET PO -ELECTRICAL ITEMS	90000542	03/02/2023	257.36

	1000-14-14300-513010-00000000-	125336	2023 BLANKET PO -ELECTRICAL ITEMS	90000542	03/06/2023	258.75
	1000-14-14300-513010-00000000-	125349	2023 BLANKET PO -ELECTRICAL ITEMS	90000542	03/06/2023	17.81
	1000-14-14300-513010-00000000-	125357	2023 BLANKET PO -ELECTRICAL ITEMS	90000542	03/06/2023	285.40
	1000-14-14300-513010-00000000-	125389	2023 BLANKET PO -ELECTRICAL ITEMS	90000542	03/07/2023	1,896.72
	<b>Total Paid by Vendor</b>					<b>3,629.02</b>
SEAN S SUDER	1000-74-74100-515370-00000000-	10442	MU-DRAFT AND CONCEPTS; MEETING PREP AND ATTENDENCE	PCard	03/09/2023	5,800.00
	<b>Total Paid by Vendor</b>					<b>5,800.00</b>
SERVICEWEAR APPAREL	1000-53-53400-515670-00000000-	0051280706	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	127.43
	1000-53-53300-515670-00000000-	0051384949	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	76.14
	1000-53-53400-515670-00000000-	0051280705	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	199.17
	1000-53-53300-515670-00000000-	0051303736	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	86.06
	1000-53-53300-515670-00000000-	0051303739	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	121.07
	1000-53-53400-515670-00000000-	0051303741	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	241.80
	1000-53-53400-515670-00000000-	0051316006	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	258.50
	1000-53-53400-515670-00000000-	0051316007	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	265.43
	1000-53-53300-515670-00000000-	0051360663	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	82.40
	1000-53-53400-515670-00000000-	0051360665	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	107.04
	1000-53-53300-515670-00000000-	0051360666	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	123.43
	1000-53-53300-515670-00000000-	0051360667	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	89.91
	1000-53-53300-515670-00000000-	0051360669	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	117.10
	1000-53-53300-515670-00000000-	0051360670	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	123.96
	1000-53-53400-515670-00000000-	0051372384	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	85.89
	1000-53-53300-515670-00000000-	0051372388	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	76.67
	1000-53-53400-515670-00000000-	0051372389	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	107.04
	1000-53-53400-515670-00000000-	0051372391	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	109.13
	1000-53-53300-515670-00000000-	0051405581	UNIFORMS- PARKING (BLANKET)	90000543	03/01/2023	120.56
	1000-52-52100-515670-00000000-	0051316011	UNIFORMS - LANDSCAPE MANAGEMENT (BLANKET)	90000543	03/01/2023	131.34
	1000-52-52100-515670-00000000-	0051328404	UNIFORMS - LANDSCAPE MANAGEMENT (BLANKET)	90000543	03/01/2023	50.16
	1000-52-52100-515670-00000000-	0051328405	UNIFORMS - LANDSCAPE MANAGEMENT (BLANKET)	90000543	03/01/2023	172.70
	1000-52-52100-515670-00000000-	0051339765	UNIFORMS - LANDSCAPE MANAGEMENT (BLANKET)	90000543	03/01/2023	171.84
	1000-52-52100-515670-00000000-	0051339766	UNIFORMS - LANDSCAPE MANAGEMENT (BLANKET)	90000543	03/01/2023	121.61
	1000-30-30100-515670-00000000-	0051339759	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/02/2023	176.70
	1000-30-30100-515340-00000000-	0051360671	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/02/2023	7.50
	1000-30-30100-515670-00000000-	0051360671	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/02/2023	96.80
	1000-51-00000-515670-00000000-	0051372390	UNIFORMS-CEMETERY DEPARTMENT (BLANKET)	90000543	03/02/2023	178.92
	1000-14-14320-515670-00000000-	0051291166	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	137.96
	1000-14-14300-515670-00000000-	0051291167	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	78.43
	1000-14-14300-515670-00000000-	0051291168	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	175.08
	1000-14-14320-515670-00000000-	0051291169	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	127.99
	1000-14-14300-515670-00000000-	0051303737	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	167.86
	1000-14-14300-515670-00000000-	0051303738	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	188.84
	1000-14-14310-515670-00000000-	0051316008	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	239.24
	1000-14-14310-515670-00000000-	0051316010	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	166.54
	1000-14-14300-515670-00000000-	0051360664	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	244.48
	1000-14-14300-515670-00000000-	0051405580	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	116.25
	1000-14-14300-515670-00000000-	0051405582	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	137.55
	1000-53-53400-515670-00000000-	0051384950	UNIFORMS- PARKING (BLANKET)	90000543	03/02/2023	57.26
	1000-14-14320-515670-00000000-	0051227325	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	177.17
	1000-14-14300-515670-00000000-	0051291170	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	30.38
	1000-14-14300-515670-00000000-	0051339755	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	177.14
	1000-14-14300-515670-00000000-	0051339756	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	178.41
	1000-14-14300-515670-00000000-	0051339758	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	78.75
	1000-14-14300-515670-00000000-	0051339761	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	194.60
	1000-14-14300-515670-00000000-	0051360668	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	75.01
	1000-14-14300-515670-00000000-	0051372387	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	105.05
	1000-14-14300-515670-00000000-	0051384948	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	208.56
	1000-14-14300-515670-00000000-	0051395795	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/02/2023	150.00
	1000-51-00000-515670-00000000-	0051439861	UNIFORMS-CEMETERY DEPARTMENT (BLANKET)	90000543	03/03/2023	144.10
	1000-30-30100-515670-00000000-	0051291171	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	56.53
	1000-30-30100-515670-00000000-	0051303744	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	85.12
	1000-30-30100-515670-00000000-	0051349584	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	77.00
	1000-30-30100-515340-00000000-	0051349586	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	5.62

1000-30-30100-515670-00000000-	0051349586	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	69.75
1000-30-30100-515340-00000000-	0051349589	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	5.62
1000-30-30100-515670-00000000-	0051349589	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	70.03
1000-30-30100-515670-00000000-	0051405583	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	105.06
1000-30-30100-515670-00000000-	0051405585	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	109.71
1000-30-30100-515340-00000000-	0051428428	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	4.50
1000-30-30100-515670-00000000-	0051428428	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	40.24
1000-53-53400-515670-00000000-	0051428403	UNIFORMS- PARKING (BLANKET)	90000543	03/06/2023	140.08
1000-53-53300-515670-00000000-	0051428411	UNIFORMS- PARKING (BLANKET)	90000543	03/06/2023	18.74
1000-53-53300-515670-00000000-	0051428412	UNIFORMS- PARKING (BLANKET)	90000543	03/06/2023	82.40
1000-53-53200-515670-00000000-	0051428425	UNIFORMS- PARKING (BLANKET)	90000543	03/06/2023	88.34
1000-14-14300-515670-00000000-	0051372386	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/06/2023	193.09
1000-14-14300-515670-00000000-	0051384945	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/06/2023	140.09
1000-14-14300-515670-00000000-	0051395801	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/06/2023	191.06
1000-14-14300-515670-00000000-	0051428405	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/06/2023	70.70
1000-14-14300-515670-00000000-	0051428406	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/06/2023	78.20
1000-14-14310-515670-00000000-	0051428408	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/06/2023	80.41
1000-30-30100-515670-00000000-	0051417389	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	109.57
1000-30-30100-515340-00000000-	0051417395	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	4.50
1000-30-30100-515670-00000000-	0051417395	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	59.13
1000-30-30100-515670-00000000-	0051428413	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	84.26
1000-30-30100-515670-00000000-	0051428414	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	81.52
1000-30-30100-515340-00000000-	0051428427	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	5.00
1000-30-30100-515670-00000000-	0051428427	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	46.50
1000-30-30100-515670-00000000-	0051439864	UNIFORMS-PARKS & RECREATION (BLANKET)	90000543	03/06/2023	69.75
1000-14-14200-515670-00000000-	0051405584	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/07/2023	139.96
1000-14-14200-515670-00000000-	0051417390	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/07/2023	69.75
1000-14-14300-515670-00000000-	0051417390	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/07/2023	7.50
1000-14-14200-515670-00000000-	0051417391	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/07/2023	69.75
1000-14-14200-515670-00000000-	0051439868	UNIFORMS-GENERAL SERVICES (BLANKET)	90000543	03/07/2023	57.42
1000-51-00000-515670-00000000-	0051451263	UNIFORMS-CEMETERY DEPARTMENT (BLANKET)	PCard	03/08/2023	223.61
1000-51-00000-515670-00000000-	0051462071	UNIFORMS-CEMETERY DEPARTMENT (BLANKET)	PCard	03/08/2023	104.80
1000-15-15100-515670-00000000-	0051451262	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	03/08/2023	168.65
1000-15-15100-515670-00000000-	0051462072	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	03/08/2023	207.69
1000-15-15100-515670-00000000-	0051462077	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	03/08/2023	186.07
1000-70-70200-515670-00000000-	0051451264	UNIFORMS-COMMUNITY DEVELOPMENT (BLANKET)	PCard	03/09/2023	196.57
1000-70-70200-515670-00000000-	0051451265	UNIFORMS-COMMUNITY DEVELOPMENT (BLANKET)	PCard	03/09/2023	127.93
1000-70-70200-515670-00000000-	0051462073	UNIFORMS-COMMUNITY DEVELOPMENT (BLANKET)	PCard	03/09/2023	183.04
1000-70-70200-515670-00000000-	0051462074	UNIFORMS-COMMUNITY DEVELOPMENT (BLANKET)	PCard	03/09/2023	204.09
1000-15-15100-515670-00000000-	0051372385	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	03/09/2023	243.91
1000-15-15100-515670-00000000-	0051372392	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	03/09/2023	98.18
1000-15-15100-515670-00000000-	0051372393	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	03/09/2023	186.70
1000-15-15100-515670-00000000-	0051384947	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	03/09/2023	208.35
1000-15-15100-515670-00000000-	0051384946	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	03/09/2023	148.35
1000-15-15100-515670-00000000-	0051417388	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	03/09/2023	197.68
1000-15-15100-515670-00000000-	0051428409	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	03/09/2023	197.40
1000-15-15100-515670-00000000-	0051428410	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	03/09/2023	174.28
1000-15-15100-515670-00000000-	0051428422	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	03/09/2023	83.68
1000-15-15100-515670-00000000-	0051439862	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	03/09/2023	110.02
1000-15-15100-515670-00000000-	0051428423	UNIFORMS-FLEET SERVICES (BLANKET)	PCard	03/09/2023	46.80
1000-53-53300-515670-00000000-	0051451260	UNIFORMS- PARKING (BLANKET)	PCard	03/09/2023	36.63
1000-53-53400-515670-00000000-	0051451261	UNIFORMS- PARKING (BLANKET)	PCard	03/09/2023	349.75
1000-53-53400-515670-00000000-	0051462068	UNIFORMS- PARKING (BLANKET)	PCard	03/09/2023	140.08
1000-53-53400-515670-00000000-	0051462070	UNIFORMS- PARKING (BLANKET)	PCard	03/09/2023	242.71
1000-14-14320-515670-00000000-	0051462075	UNIFORMS-GENERAL SERVICES (BLANKET)	PCard	03/09/2023	174.52
1000-14-14300-515670-00000000-	0051462080	UNIFORMS-GENERAL SERVICES (BLANKET)	PCard	03/09/2023	147.72
1000-14-14310-515670-00000000-	0051428420	UNIFORMS-GENERAL SERVICES (BLANKET)	PCard	03/09/2023	82.66
1000-14-14310-515670-00000000-	0051428426	UNIFORMS-GENERAL SERVICES (BLANKET)	PCard	03/09/2023	77.78
1000-14-14310-515670-00000000-	0051439863	UNIFORMS-GENERAL SERVICES (BLANKET)	PCard	03/09/2023	85.82
1000-14-14310-515670-00000000-	0051417394	UNIFORMS-GENERAL SERVICES (BLANKET)	PCard	03/09/2023	25.99
1000-53-53400-515670-00000000-	00807799	UNIFORMS- PARKING (BLANKET)	PCard	03/09/2023	(70.17)
1000-70-70200-515670-00000000-	0051473727	UNIFORMS-COMMUNITY DEVELOPMENT (BLANKET)	PCard	03/09/2023	35.78

	1000-70-70200-515670-00000000-	0051473728	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	PCard	03/09/2023	353.37
	1000-70-70200-515670-00000000-	0051473729	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	PCard	03/09/2023	194.70
	1000-70-70200-515670-00000000-	0051473730	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	PCard	03/09/2023	196.57
	1000-70-70200-515670-00000000-	0051473731	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	PCard	03/09/2023	182.34
	<b>Total Paid by Vendor</b>					<b>15,053.90</b>
SESAC INC	1000-10-10200-515370-00000000-	10615663	1 YEAR SUBSCRIPTION TO SESAC FOR BACKGROUND MUSIC	PCard	03/09/2023	3,582.00
	<b>Total Paid by Vendor</b>					<b>3,582.00</b>
SHI INTERNATIONAL CORP	1000-17-17100-515250-00000000-	B16510193	BARRACUDA 1 YEAR SUBSCRIPTION 2023-24 PAYMENT 2	84987	03/01/2023	149,754.00
	<b>Total Paid by Vendor</b>					<b>149,754.00</b>
SITEONE LANDSCAPE SUPPLY HOLDING LLC	1000-51-00000-515340-00000000-	127087578-001	BLANKET PO/NURSERY MATERIALS/MAPLE HILL	84990	03/01/2023	160.00
	<b>Total Paid by Vendor</b>					<b>160.00</b>
SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	CORR 2/19 PPE	CORR TO GARN CHECK 2/19/23 PPE	84938	03/06/2023	1,698.51
	1000-00-00000-210180-00000000-	300577	Payroll Run 1 - Warrant 230305	85038	03/10/2023	813.84
	<b>Total Paid by Vendor</b>					<b>2,512.35</b>
SNAP-ON INDUSTRIAL DIVISION	1000-15-15100-515610-00000000-	ARV/56050504	TOOLS FOR CHUCK ONEAL	84992	03/03/2023	117.44
	<b>Total Paid by Vendor</b>					<b>117.44</b>
SOLID WASTE DISPOSAL AUTHORITY	1000-70-70200-515730-00000000-	T1005602	DUMP FEES (BLANKET PO)	90000545	03/01/2023	1,692.38
	1000-50-00000-515340-00000000-	T1005617	BLANKET PO-SOLID WASTE DISPOSAL	90000544	03/03/2023	152.56
	1000-52-52700-515730-00000000-	T1005614	TIPPING FEES - LM (BLANKET PO)	90000544	03/06/2023	706.15
	1000-52-52500-515730-00000000-	T1005611	TIPPING FEES - LM (BLANKET PO)	90000544	03/06/2023	108.39
	1000-52-52600-515730-00000000-	T1005613	TIPPING FEES - LM (BLANKET PO)	90000544	03/06/2023	585.28
	1000-52-52300-515730-00000000-	T1005615	TIPPING FEES - LM (BLANKET PO)	90000544	03/06/2023	2,582.50
	1000-52-52200-515730-00000000-	T1005616	TIPPING FEES - LM (BLANKET PO)	90000544	03/06/2023	1,082.18
	<b>Total Paid by Vendor</b>					<b>6,909.44</b>
SON MEDIA GROUP	1000-19-00000-515010-00000000-	5101	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84822	02/27/2023	145.00
	1000-19-00000-515010-00000000-	5102	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84822	02/27/2023	283.50
	1000-19-00000-515010-00000000-	5104	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84822	02/27/2023	613.22
	1000-19-00000-515010-00000000-	5105	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84822	02/27/2023	609.22
	1000-19-00000-515010-00000000-	5106	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84822	02/27/2023	528.04
	1000-19-00000-515010-00000000-	5107	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84822	02/27/2023	978.54
	1000-19-00000-515010-00000000-	5108	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84822	02/27/2023	481.00
	1000-19-00000-515010-00000000-	5110	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84822	02/27/2023	451.00
	1000-19-00000-515010-00000000-	5140	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84995	03/06/2023	576.50
	1000-19-00000-515010-00000000-	5141	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84995	03/06/2023	678.50
	1000-19-00000-515010-00000000-	5142	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84995	03/06/2023	1,052.00
	1000-19-00000-515010-00000000-	5143	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84995	03/06/2023	2,257.50
	1000-19-00000-515010-00000000-	5144	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84995	03/06/2023	163.50
	1000-19-00000-515010-00000000-	5145	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84995	03/06/2023	483.00
	1000-19-00000-515010-00000000-	5146	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84995	03/06/2023	331.50
	1000-19-00000-515010-00000000-	5147	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84995	03/06/2023	366.00
	1000-19-00000-515010-00000000-	5148	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84995	03/06/2023	485.00
	1000-19-00000-515010-00000000-	5149	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84995	03/06/2023	942.50
	1000-19-00000-515010-00000000-	5150	SPEAKIN' OUT NEWS BLANKET PO FOR FY 2023	84995	03/06/2023	271.00
	<b>Total Paid by Vendor</b>					<b>11,696.52</b>
SOUTHEASTERN TRUCK BODY & EQUIPMENT INC	1000-15-15100-513030-00000000-	29200	COM TX 022723/29200	90000546	03/01/2023	275.00
	1000-15-15100-513030-00000000-	29200	COM TX 022723/29200	90000546	03/01/2023	315.00
	<b>Total Paid by Vendor</b>					<b>590.00</b>
SOUTHERN COMMUNICATIONS INC	1000-17-17100-515070-00000000-	REG20230000151160	FY23 BLANKET PO SOUTHERNLNC PTT COH	84993	03/06/2023	5,124.82
	1000-17-17100-515070-00000000-	100	CREDIT FOR INVOICE #REG20230000151160	84993	03/06/2023	(69.95)
	<b>Total Paid by Vendor</b>					<b>5,054.87</b>
SOUTHERN TIRE MART LLC	1000-00-00000-140101-00000000-	2240004248	TIRES	84994	03/01/2023	3,456.00
	1000-00-00000-140101-00000000-	2240004460	TIRES	84994	03/06/2023	1,623.84
	1000-00-00000-140101-00000000-	2240004442	TIRES	84994	03/06/2023	4,147.20
	<b>Total Paid by Vendor</b>					<b>9,227.04</b>
SPHERION STAFFING LLC	1000-52-52100-515370-00000000-	RL2849741	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84823	02/28/2023	3,639.01
	1000-52-52100-515370-00000000-	RL2849742	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84823	02/28/2023	4,325.57
	1000-52-52100-515370-00000000-	RL2850110	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84823	02/28/2023	279.52
	1000-52-52100-515370-00000000-	RL2850383	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84823	02/28/2023	4,585.87
	1000-52-52100-515370-00000000-	RL2850570	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84823	02/28/2023	1,123.32
	1000-52-52100-515370-00000000-	RL2850572	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84823	02/28/2023	8.74
	1000-52-52100-515370-00000000-	RL2850722	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84823	02/28/2023	593.98
	1000-52-52100-515370-00000000-	RL2851244	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84823	02/28/2023	349.40



	1000-50-00000-515370-00000000-	RL2896726	BLANKET-WAGES FOR TEMP EMPLOYEES	84997	03/01/2023	1,881.20
	1000-51-00000-515370-00000000-	RL2897152	TEMP PERSONNEL FOR MAPLE HILL CEMETERY (BLANKET)	84997	03/01/2023	634.16
	1000-16-16100-515370-00000000-	RL2897987	SPHERION TEMPORARY EMPLOYEES (BLANKET)	84997	03/01/2023	688.00
	1000-16-16100-515370-00000000-	RL2898282	SPHERION TEMPORARY EMPLOYEES (BLANKET)	84997	03/01/2023	626.42
	1000-12-12400-515370-00000000-	RL2870439	SPHERION STAFFING TEMPS BLANKET PO FOR FY2023	84997	03/02/2023	103.20
	1000-12-12400-515370-00000000-	RL2877423	SPHERION STAFFING TEMPS BLANKET PO FOR FY2023	84997	03/02/2023	739.60
	1000-12-12400-515370-00000000-	RL2880151	SPHERION STAFFING TEMPS BLANKET PO FOR FY2023	84997	03/02/2023	247.68
	1000-12-12400-515370-00000000-	RL2884774	SPHERION STAFFING TEMPS BLANKET PO FOR FY2023	84997	03/02/2023	507.40
	1000-12-12400-515370-00000000-	RL2889486	SPHERION STAFFING TEMPS BLANKET PO FOR FY2023	84997	03/02/2023	609.74
	1000-12-12400-515370-00000000-	RL2893987	SPHERION STAFFING TEMPS BLANKET PO FOR FY2023	84997	03/02/2023	481.60
	1000-12-12400-515370-00000000-	RL2898267	SPHERION STAFFING TEMPS BLANKET PO FOR FY2023	84997	03/02/2023	434.30
	1000-12-12400-515370-00000000-	RL2902896	SPHERION STAFFING TEMPS BLANKET PO FOR FY2023	84997	03/02/2023	403.34
	1000-16-16100-515370-00000000-	RL2854889	SPHERION TEMPORARY EMPLOYEES (BLANKET)	84997	03/02/2023	550.40
	1000-52-52100-515370-00000000-	RL2896727	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84997	03/02/2023	3,757.80
	1000-52-52100-515370-00000000-	RL2896728	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84997	03/02/2023	3,354.26
	1000-52-52100-515370-00000000-	RL2897069	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84997	03/02/2023	1,245.63
	1000-52-52100-515370-00000000-	RL2897209	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84997	03/02/2023	2,063.20
	1000-52-52100-515370-00000000-	RL2897413	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84997	03/02/2023	628.92
	1000-52-52100-515370-00000000-	RL2897718	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84997	03/02/2023	908.44
	1000-52-52100-515370-00000000-	RL2898121	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84997	03/02/2023	611.45
	1000-52-52100-515370-00000000-	RL2898523	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84997	03/02/2023	1,687.61
	1000-53-53200-501010-00000000-	RL2901554	BLANKET PO ,TEMPORARY STAFFING	84997	03/02/2023	244.80
	1000-50-00000-515370-00000000-	RL2901312	BLANKET-WAGES FOR TEMP EMPLOYEES	84997	03/02/2023	1,841.02
	1000-52-52100-515370-00000000-	RL2901313	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84997	03/02/2023	4,491.55
	1000-52-52100-515370-00000000-	RL2901314	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84997	03/02/2023	3,611.05
	1000-52-52100-515370-00000000-	RL2901676	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84997	03/02/2023	1,670.13
	1000-52-52100-515370-00000000-	RL2901822	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84997	03/02/2023	2,351.46
	1000-52-52100-515370-00000000-	RL2901968	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84997	03/02/2023	1,104.98
	1000-52-52100-515370-00000000-	RL2902362	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84997	03/02/2023	681.33
	1000-52-52100-515370-00000000-	RL2902756	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	84997	03/02/2023	611.45
	1000-16-16100-515370-00000000-	RL2902629	SPHERION TEMPORARY EMPLOYEES (BLANKET)	84997	03/06/2023	688.00
	1000-16-16100-515370-00000000-	RL2902912	SPHERION TEMPORARY EMPLOYEES (BLANKET)	84997	03/06/2023	688.00
	1000-52-52100-515370-00000000-	RL2905714	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	PCard	03/09/2023	3,118.40
	1000-52-52100-515370-00000000-	RL2905715	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	PCard	03/09/2023	2,594.31
	1000-52-52100-515370-00000000-	RL2906406	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	PCard	03/09/2023	1,574.05
	1000-52-52100-515370-00000000-	RL2906495	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	PCard	03/09/2023	524.10
	1000-52-52100-515370-00000000-	RL2906705	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	PCard	03/09/2023	934.65
	1000-52-52100-515370-00000000-	RL2906792	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	PCard	03/09/2023	614.94
	1000-52-52100-515370-00000000-	RL2907256	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	PCard	03/09/2023	611.45
	1000-52-52100-515370-00000000-	RL2907878	TEMPORARY TIME - 2ND QUARTER - LM (BLANKET)	PCard	03/09/2023	896.21
	1000-16-16100-515370-00000000-	RL2907092	SPHERION TEMPORARY EMPLOYEES (BLANKET)	PCard	03/09/2023	688.00
	1000-16-16100-515370-00000000-	RL2909408	SPHERION TEMPORARY EMPLOYEES (BLANKET)	PCard	03/09/2023	514.28
	<b>Total Paid by Vendor</b>					<b>67,123.92</b>
STAPLES INC	1000-53-53100-515340-00000000-	3531621503	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	90000505	02/28/2023	60.94
	1000-50-00000-515340-00000000-	3531621482	TINA MASIELLO 4950 TRIANA BLVD 35805 2566504782	90000505	02/28/2023	(2.78)
	1000-75-75100-515340-00000000-	3531621485	M.MILLS,2100 CLINTON AVE., 256-427-6653	90000505	02/28/2023	13.83
	1000-75-75300-515340-00000000-	3531621485	M.MILLS,2100 CLINTON AVE., 256-427-6653	90000505	02/28/2023	214.95
	1000-13-13100-515340-00000000-	3531621489	SUPPLIES/SHOUSTON/308FOUNTAIN CR/4THFL/4275284	90000505	02/28/2023	15.63
	1000-13-13100-515340-00000000-	3531621490	SUPPLIES/SHOUSTON/308FOUNTAIN CR/4THFL/4275284	90000505	02/28/2023	10.49
	1000-41-41100-515340-00000000-	3531621492	T DOYLE/704 FIBER ST/427-7130	90000505	02/28/2023	58.26
	1000-70-70200-515340-00000000-	3531621494	120 E HOLMES AVE NE 2ND FLOOR 2564275057 GABRIEL	90000505	02/28/2023	148.01
	1000-43-00000-515340-00000000-	3531621495	815 WHEELER AVENUE / NETTA SMITH 256-427-7803	90000505	02/28/2023	1,505.67
	1000-50-00000-515340-00000000-	3531621498	TINA MASIELLO 4950 TRIANA BLVD 35805 2566504782	90000505	02/28/2023	150.67
	1000-55-55100-515340-00000000-	3531621483	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90000548	03/01/2023	169.19
	1000-55-55400-515340-00000000-	3531621483	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90000548	03/01/2023	29.48
	1000-72-00000-515340-00000000-	3531621501	INSPECTION DEPT 320 FOUNTAIN CIR S MIZE 427-5337	90000548	03/01/2023	88.33
	1000-42-42100-515340-00000000-	3531621502	OFFICE SUPPLIES	90000548	03/01/2023	196.70
	1000-52-52100-515340-00000000-	3531621496	NATALIE PRATT 3242 LEEMAN FERRY RD 256-564-8030	90000548	03/02/2023	57.38
	1000-11-00000-515340-00000000-	3531621478	CITY COUNCIL, 308 FOUNTAIN CIR., 35801, 2564275011	90000548	03/03/2023	118.78
	1000-11-00000-515340-00000000-	3531621493	CITY COUNCIL, 308FOUNTAIN CIR., 7TH FL, 256427511	90000548	03/03/2023	44.98
	1000-42-42100-515340-00000000-	3532413019	OFFICE SUPPLIES	90000548	03/06/2023	18.69
	1000-52-52100-515340-00000000-	3532413025	E NORTON 3242 LEEMAN FERRY 256-427-5405	90000548	03/06/2023	26.01

	1000-42-42100-515340-00000000-	3532413027	R TACKETT 2219 HALL AVE HSV AL 35805	90000548	03/06/2023	282.42
	1000-13-13100-515340-00000000-	3532413029	SUPPLIES/SHOUSTON/308FOUNTAINCIR/4THFL/4275284	90000548	03/06/2023	124.49
	1000-41-41100-515340-00000000-	3532413026	704 FIBER STREET NW-ZAC GOSHERT 256-427-7034	90000548	03/06/2023	11.95
	1000-41-41204-515340-00000000-	3532413026	704 FIBER STREET NW-ZAC GOSHERT 256-427-7034	90000548	03/06/2023	94.00
	1000-70-70200-515340-00000000-	3532413031	120 E HOLMES AVE NE 2ND FLOOR 2564275057 GABRIEL	PCard	03/07/2023	82.46
	1000-43-00000-515340-00000000-	3532413021	815 WHEELER AVENUE / NETTA SMITH 256-427-7803	PCard	03/08/2023	106.98
	1000-42-42100-515340-00000000-	3532413022	OFFICE SUPPLIES	PCard	03/08/2023	25.19
	<b>Total Paid by Vendor</b>					<b>3,652.70</b>
STATE OF ALABAMA	1000-00-00000-231502-00000000-	DECEMBER 2022	DECEMBER 2022 MONTHLY REPORT	84824	02/28/2023	351.00
	<b>Total Paid by Vendor</b>					<b>351.00</b>
STATE OF ALABAMA FINANCE DEPARTMENT	1000-00-00000-231200-00000000-	DECEMBER 2022	DECEMBER 2022 MONTHLY REPORT	84825	02/28/2023	4,620.00
	1000-00-00000-231201-00000000-	DECEMBER 2022	DECEMBER 2022 MONTHLY REPORT	84825	02/28/2023	12,480.00
	1000-00-00000-231202-00000000-	DECEMBER 2022	DECEMBER 2022 MONTHLY REPORT	84825	02/28/2023	330.00
	1000-00-00000-231101-00000000-	DEC 2022 MNTHY REPR	DECEMBER 2022 MONTHLY REPORT	84826	02/28/2023	4,992.00
	1000-00-00000-231101-00000000-	DEC 2022 MNTHY REPR	DECEMBER 2022 MONTHLY REPORT	84826	02/28/2023	18,568.78
	1000-00-00000-231102-00000000-	DEC 2022 MNTHY REPR	DECEMBER 2022 MONTHLY REPORT	84826	02/28/2023	6,259.50
	1000-00-00000-231103-00000000-	DEC 2022 MNTHY REPR	DECEMBER 2022 MONTHLY REPORT	84826	02/28/2023	2,550.00
	1000-00-00000-231104-00000000-	DEC 2022 MNTHY REPR	DECEMBER 2022 MONTHLY REPORT	84826	02/28/2023	1,710.00
	1000-00-00000-231105-00000000-	DEC 2022 MNTHY REPR	DECEMBER 2022 MONTHLY REPORT	84826	02/28/2023	2,337.28
	1000-00-00000-231107-00000000-	DEC 2022 MNTHY REPR	DECEMBER 2022 MONTHLY REPORT	84826	02/28/2023	3,727.00
	1000-00-00000-231108-00000000-	DEC 2022 MNTHY REPR	DECEMBER 2022 MONTHLY REPORT	84826	02/28/2023	9,494.00
	1000-00-00000-231109-00000000-	DEC 2022 MNTHY REPR	DECEMBER 2022 MONTHLY REPORT	84826	02/28/2023	4,940.00
	1000-00-00000-231110-00000000-	DEC 2022 MNTHY REPR	DECEMBER 2022 MONTHLY REPORT	84826	02/28/2023	318.00
	1000-00-00000-231111-00000000-	DEC 2022 MNTHY REPR	DECEMBER 2022 MONTHLY REPORT	84826	02/28/2023	2,450.00
	1000-00-00000-231112-00000000-	DEC 2022 MNTHY REPR	DECEMBER 2022 MONTHLY REPORT	84826	02/28/2023	2,450.00
	1000-00-00000-231113-00000000-	DEC 2022 MNTHY REPR	DECEMBER 2022 MONTHLY REPORT	84826	02/28/2023	2,550.00
	1000-00-00000-231114-00000000-	DEC 2022 MNTHY REPR	DECEMBER 2022 MONTHLY REPORT	84826	02/28/2023	360.00
	1000-43-00000-430100-00000000-	DEC 2022 MNTHY REPR	DECEMBER 2022 MONTHLY REPORT	84826	02/28/2023	60.00
	1000-00-00000-240530-00000000-	02282023	FEB, 2023 AL CONSTRUCTION INDUSTRY CRAFT TRNG FEE	84999	03/01/2023	189,799.00
	<b>Total Paid by Vendor</b>					<b>269,995.56</b>
STATE SYSTEMS INC	1000-41-41100-515340-00000000-	147928614	ALARM MONITORING BLANKET PO	90000506	02/28/2023	247.50
	<b>Total Paid by Vendor</b>					<b>247.50</b>
STEPHANIE LOVE	1000-30-30200-515340-00000000-	S.LOVE 022423	BLANKET-DANCE INSTRUCTOR-SPECIAL POPS.	PCard	03/08/2023	100.00
	<b>Total Paid by Vendor</b>					<b>100.00</b>
STRICKLAND COMPANIES	1000-12-12500-515340-00000000-	HU934230-00	PAPER FOR STOCK	85000	03/01/2023	432.67
	1000-12-12500-515340-00000000-	HU934232-00	PAPER FOR STOCK	85000	03/01/2023	368.10
	<b>Total Paid by Vendor</b>					<b>800.77</b>
T2 SYSTEMS CANADA INC	1000-17-17100-515250-00000000-	IRIS0000118053	FY23 BLANKET PO SOLE SOURCE LUKE SERVICES PARKING	90000549	03/06/2023	3,325.00
	<b>Total Paid by Vendor</b>					<b>3,325.00</b>
TECHNICAL AND SCIENTIFIC APPLICATIONS INC	1000-17-17400-520200-00000000-	23-13860	WO 162708-FIRE-HEAVY RESCUE	85011	03/01/2023	503.68
	<b>Total Paid by Vendor</b>					<b>503.68</b>
TEMPLE INC	1000-75-75300-515340-00000000-	INV0227456	POWER SUPPLIES FOR STOCK-JACE	85001	03/07/2023	4,371.89
	1000-75-75300-515340-00000000-	INV0227500	LOAD SWITCH FOR STOCK	PCard	03/07/2023	3,715.00
	<b>Total Paid by Vendor</b>					<b>8,086.89</b>
TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-00-00000-210180-00000000-	300574	Payroll Run 1 - Warrant 230305	85045	03/10/2023	503.99
	<b>Total Paid by Vendor</b>					<b>503.99</b>
THE B.A.D. LLC	1000-52-52900-515010-00000000-	HSV1-31667	ADOPT A SPOT SIGNS FOR GREEN TEAM (BLANKET)	84988	03/02/2023	36.00
	<b>Total Paid by Vendor</b>					<b>36.00</b>
THE LIOCE GROUP INC	1000-17-17400-520200-00000000-	IN410357	IR ADV DX C5850i PD-NORTH	85002	03/02/2023	6,513.01
	1000-70-70200-515340-00000000-	IN411048	120 E HOLMES AVE NE 2ND FLOOR 2564275057 GABRIEL	85002	03/06/2023	395.16
	1000-72-00000-515340-00000000-	IN408700	COPIER TONER	85002	03/06/2023	239.76
	1000-13-13100-515340-00000000-	IN410071	SUPPLIES/SHOUSTON/308 FOUNTAIN CIR/4THFL/4275284	85002	03/07/2023	489.93
	1000-41-41100-515340-00000000-	IN410909	TONER FOR STOCK-SUPPLY	85002	03/07/2023	218.24
	1000-14-14200-515340-00000000-	IN410339	DESKTOP TONER - MACHINE #AC871	85002	03/07/2023	395.16
	1000-41-41100-515340-00000000-	IN410890	TONER FOR STOCK-SUPPLY	85002	03/07/2023	1,185.48
	1000-18-00000-515340-00000000-	IN411593	PRINTER SUPPLIES- 308 FOUNTAIN CIR. 6TH FLR J.COX	85002	03/07/2023	96.30
	1000-53-53100-515340-00000000-	IN411816	CF230X-C COMP HP BLACK TONER 30X 3.5k YLD	PCard	03/07/2023	74.59
	1000-70-70200-515340-00000000-	IN410889	120 E HOLMES AVE NE, 2ND FLOOR 2564275057 GABRIEL	PCard	03/08/2023	468.02
	1000-55-55400-515340-00000000-	IN407565	INK FOR MAINT OFFICE PRINTERS/Y.COLLIER	PCard	03/08/2023	71.97
	1000-55-55300-515340-00000000-	IN408250	INK FOR MAINT OFFICE PRINTERS/Y.COLLIER	PCard	03/08/2023	395.16
	1000-55-55100-515340-00000000-	IN407514	INK FOR MAINT OFFICE PRINTERS/Y.COLLIER	PCard	03/08/2023	110.50
	1000-55-55400-515340-00000000-	IN407514	INK FOR MAINT OFFICE PRINTERS/Y.COLLIER	PCard	03/08/2023	22.44

	<b>Total Paid by Vendor</b>					<b>10,675.72</b>
THE ROBERTS GROUP INC	1000-30-30200-515340-000000000-	1506303	BLANKET-WATER FOR FY23 AT THE BUDDY BRYANT CENTER	85003	03/02/2023	8.50
	1000-30-30400-515520-000000000-	1506779	BLANKET-DRINKING WATER FOR FY23	85003	03/02/2023	12.50
	1000-30-30200-515340-000000000-	1510972	BLANKET-WATER FOR FY23 AT THE BUDDY BRYANT CENTER	85003	03/02/2023	8.50
	1000-30-30100-515340-000000000-	1515118	BLANKET-DRINKING WATER-PARKS & REC. ADMIN.	85003	03/02/2023	8.50
	1000-30-30100-515340-000000000-	1515119	BLANKET-DRINKING WATER-PARKS & REC. ADMIN.	85003	03/02/2023	8.50
	1000-30-30200-515340-000000000-	1515585	BLANKET-WATER FOR FY23 AT THE BUDDY BRYANT CENTER	85003	03/02/2023	8.50
	1000-30-30400-515520-000000000-	1515686	BLANKET-DRINKING WATER FOR FY23	85003	03/02/2023	9.50
	1000-30-30100-515340-000000000-	1502358	BLANKET-DRINKING WATER-PARKS & REC. ADMIN.	85003	03/02/2023	137.95
	1000-16-16100-515370-000000000-	1498456	WATER SERVICE BLANKET PO HLTH CENTER2227DRAKEAVE	85003	03/03/2023	53.70
	1000-16-16100-515370-000000000-	1502117	WATER SERVICE BLANKET PO HLTH CENTER2227DRAKEAVE	85003	03/03/2023	53.70
	1000-16-16100-515370-000000000-	1502925	WATER SERVICE BLANKET PO HLTH CENTER2227DRAKEAVE	85003	03/03/2023	236.30
	1000-16-16100-515370-000000000-	1510854	WATER SERVICE BLANKET PO HLTH CENTER2227DRAKEAVE	85003	03/03/2023	53.70
	1000-30-30400-515520-000000000-	1499168	BLANKET-DRINKING WATER FOR FY23	85003	03/06/2023	22.00
	<b>Total Paid by Vendor</b>					<b>621.85</b>
THOMPSON TRACTOR COMPANY INC	1000-15-15100-513030-000000000-	TTC1-0841074	COM TX 022823/TTC1-0841074	85004	03/01/2023	20.50
	1000-15-15100-513030-000000000-	TTC1-0841074	COM TX 022823/TTC1-0841074	85004	03/01/2023	98.00
	1000-15-15100-513030-000000000-	TTC1-0841074	COM TX 022823/TTC1-0841074	85004	03/01/2023	250.00
	1000-15-15100-513030-000000000-	TTC1-0841076	COM TX 022823/TTC1-0841076	85004	03/01/2023	480.00
	1000-15-15100-513030-000000000-	TTC1-0841076	COM TX 022823/TTC1-0841076	85004	03/01/2023	1,420.00
	<b>Total Paid by Vendor</b>					<b>2,268.50</b>
THOMSON REUTERS - WEST	1000-18-00000-515340-000000000-	847999613	BLANKET - WESTLAW NEXT	85005	03/06/2023	49.20
	1000-18-00000-515340-000000000-	847920787	BLANKET - WESTLAW NEXT	85005	03/06/2023	3,771.43
	<b>Total Paid by Vendor</b>					<b>3,820.63</b>
TIMOTHY A WILLIS	1000-43-00000-515370-000000000-	4007 2ND SESSION	INST FOR D.D.C. A.D.D. CLASS 02/21/23	85006	03/01/2023	105.00
	<b>Total Paid by Vendor</b>					<b>105.00</b>
TRAFFIC LOGIX INC	1000-75-75200-515340-000000000-	SIN19573	BOLTS FOR SPEED CUSHIONS	85007	03/06/2023	3,000.00
	<b>Total Paid by Vendor</b>					<b>3,000.00</b>
TRANSPORTATION CONTROL SYSTEMS	1000-42-42100-520500-000000000-	19274	OPTICOM FOR UNIVERSITY DR/SOLE SOURCE	85008	03/01/2023	40,140.00
	<b>Total Paid by Vendor</b>					<b>40,140.00</b>
TRAVELLER MULTI-MEDIA NETWORK LLC	1000-17-17100-515070-000000000-	0805-5132	FY23 BLANKET PO TRAVELLER INTERNET WPC QR BILLING	85009	03/01/2023	598.00
	<b>Total Paid by Vendor</b>					<b>598.00</b>
TREE PROFESSIONAL, INC	1000-52-52200-515370-000000000-	3877	LUMP SUM TREE REMOVAL (BLANKET)	84830	02/28/2023	20,500.00
	<b>Total Paid by Vendor</b>					<b>20,500.00</b>
TRIGREEN EQUIPMENT	1000-15-15100-513030-000000000-	5224122	COM TX 030123/5224122	85010	03/02/2023	34.97
	1000-15-15100-513030-000000000-	5224122	COM TX 030123/5224122	85010	03/02/2023	2,780.00
	1000-15-15100-513030-000000000-	5224122	COM TX 030123/5224122	85010	03/02/2023	2,784.41
	<b>Total Paid by Vendor</b>					<b>5,599.38</b>
TYLER TECHNOLOGIES INC	1000-17-17100-515370-000000000-	045-406357	SOLE SOURCE PACE SUPPORT 2023-24 FOR FINANCE	84833	02/28/2023	9,674.43
	1000-17-17100-515250-000000000-	025-403237	MUNIS INCODE MODULE - RES 21-180	84833	02/28/2023	9,040.00
	<b>Total Paid by Vendor</b>					<b>18,714.43</b>
ULINE INC	1000-14-14310-515310-000000000-	160108568	GENERAL SERVICES- PALLETS FOR STORAGE ITEMS	85013	03/06/2023	1,188.50
	<b>Total Paid by Vendor</b>					<b>1,188.50</b>
UNITED SITE SERVICES OF MISSISSIPPI LLC	1000-52-52900-515520-000000000-	INV-01465098	PORT-A-LET SERVICES (BLANKET PO)	85015	03/01/2023	175.00
	1000-14-14310-515370-000000000-	INV-01465089	2023 BLANKET PO PORTALET SERVICES	85015	03/01/2023	265.00
	<b>Total Paid by Vendor</b>					<b>440.00</b>
UNITED WAY OF MADISON COUNTY	1000-00-00000-210190-000000000-	300572	Payroll Run 1 - Warrant 230305	85046	03/10/2023	57.24
	<b>Total Paid by Vendor</b>					<b>57.24</b>
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-000000000-	300583	Payroll Run 1 - Warrant 230305	85037	03/10/2023	275.92
	<b>Total Paid by Vendor</b>					<b>275.92</b>
US DEPARTMENT OF THE TREASURY	1000-00-00000-210120-000000000-	FED TAX PMT 230305	FICA,MEDI, AND FED TAX PAYMENT 230305	85047	03/08/2023	176,922.28
	1000-00-00000-210120-000000000-	FED TAX PMT 230305	FICA,MEDI, AND FED TAX PAYMENT 230305	85047	03/08/2023	756,493.24
	1000-00-00000-210140-000000000-	FED TAX PMT 230305	FICA,MEDI, AND FED TAX PAYMENT 230305	85047	03/08/2023	546,610.64
	<b>Total Paid by Vendor</b>					<b>1,480,026.16</b>
UTILICOM SUPPLY ASSOCIATES LLC	1000-75-75300-515340-000000000-	298015	BACKER ROD FOR STOCK	90000551	03/06/2023	209.00
	<b>Total Paid by Vendor</b>					<b>209.00</b>
VAN VALKENBURGH PROPERTIES LLC	1000-70-70200-515460-000000000-	MARCH23 RENT	RENT FOR 620 PEARL AVE (BLANKET PO)	84836	02/27/2023	3,500.00
	<b>Total Paid by Vendor</b>					<b>3,500.00</b>
VISION SERVICE PLAN	1000-00-00000-210150-000000000-	817305195	ACCT #30015389/3429037 FEBRUARY	90000508	02/28/2023	22,796.08
	<b>Total Paid by Vendor</b>					<b>22,796.08</b>
WILLIAM LOYD JONES JR	1000-00-00000-210101-000000000-	BENEF PAYMENT 0223	BENEFICIARY PAYMENT 02/23	84839	02/28/2023	296.76
	<b>Total Paid by Vendor</b>					<b>296.76</b>

	WILMER & LEE PA	1000-18-00000-515372-00000000-	22552137	BLANKET - OUTSIDE LEGAL SERVICES	85022	03/03/2023	4,785.00
		1000-18-00000-515372-00000000-	22552309	BLANKET - OUTSIDE LEGAL SERVICES	85022	03/06/2023	3,700.50
		1000-18-00000-515372-00000000-	22552310	BLANKET - OUTSIDE LEGAL SERVICES	85022	03/06/2023	3,391.00
		1000-18-00000-515372-00000000-	22552311	BLANKET - OUTSIDE LEGAL SERVICES	85022	03/06/2023	502.50
		<b>Total Paid by Vendor</b>					<b>12,379.00</b>
	WILSON LUMBER COMPANY	1000-55-55400-515340-00000000-	767725	FY23 LUMBER BLANKET-MAINTENANCE	85023	03/01/2023	1,622.88
		1000-55-55400-515340-00000000-	768063	FY23 LUMBER BLANKET-MAINTENANCE	85023	03/01/2023	268.00
		<b>Total Paid by Vendor</b>					<b>1,890.88</b>
	WITTICHEN SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S103504187.001	2023 BLANKET PO MISC. MATERIAL	90000553	03/01/2023	135.80
		1000-14-14300-515610-00000000-	S103506894.001	2023 BLANKET PO MISC. MATERIAL	90000553	03/01/2023	91.42
		1000-14-14300-513010-00000000-	S103505525.001	2023 BLANKET PO MISC. MATERIAL	90000553	03/02/2023	100.28
		1000-14-14300-513010-00000000-	S103515766.001	2023 BLANKET PO MISC. MATERIAL	90000554	03/06/2023	262.01
		1000-14-14300-513010-00000000-	S103509455.001	2023 BLANKET PO MISC. MATERIAL	90000553	03/06/2023	71.56
		1000-14-14300-513010-00000000-	S103515760.001	2023 BLANKET PO MISC. MATERIAL	90000555	03/06/2023	45.36
		1000-14-14300-513010-00000000-	S103521807.001	2023 BLANKET PO MISC. MATERIAL	90000553	03/07/2023	47.26
		1000-14-14300-513010-00000000-	S103521790.001	2023 BLANKET PO MISC. MATERIAL	90000553	03/07/2023	1,648.16
		1000-14-14300-513010-00000000-	S103522604.001	2023 BLANKET PO MISC. MATERIAL	PCard	03/08/2023	101.04
		<b>Total Paid by Vendor</b>					<b>2,502.89</b>
		1000-30-30200-515340-00000000-	196814	AFTER SCHOOL SNACKS-MARK RUSSELL R/C	84911	03/01/2023	135.80
		<b>Total Paid by Vendor</b>					<b>135.80</b>
	WOODY ANDERSON FORD INC	1000-15-15100-513030-00000000-	18917332	COM TX 022723/18917332	85025	03/01/2023	102.00
		1000-15-15100-513030-00000000-	18917332	COM TX 022723/18917332	85025	03/01/2023	142.80
		1000-15-15100-513030-00000000-	18917332	COM TX 022723/18917332	85025	03/01/2023	165.00
		1000-15-15100-513030-00000000-	18917332	COM TX 022723/18917332	85025	03/01/2023	235.20
		1000-15-15100-513030-00000000-	18917332	COM TX 022723/18917332	85025	03/01/2023	619.59
		1000-15-15100-513030-00000000-	16452432	COM TX 022823/16452432	85025	03/01/2023	119.00
		1000-15-15100-513030-00000000-	16452432	COM TX 022823/16452432	85025	03/01/2023	765.00
		1000-15-15100-513030-00000000-	16452432	COM TX 022823/16452432	85025	03/01/2023	3,217.89
		<b>Total Paid by Vendor</b>					<b>5,366.48</b>
		1000-17-17100-515250-00000000-	IN2121943	FY23 BLANKET PO FOR XEROX COPIER SERVICES COH	85028	03/07/2023	25.00
	XEROX CORPORATION	1000-17-17100-515250-00000000-	IN2124541	FY23 BLANKET PO FOR XEROX COPIER SERVICES COH	85028	03/07/2023	2,233.29
		1000-70-70200-515340-00000000-	IN2124541	FY23 BLANKET PO FOR XEROX COPIER SERVICES COH	85028	03/07/2023	7.96
		<b>Total Paid by Vendor</b>					<b>2,266.25</b>
		1000-70-70200-515460-00000000-	73365	RENT FOR 120 HOLMES AVE (BLANKET PO)	85029	03/07/2023	4,163.29
		<b>Total Paid by Vendor</b>					<b>4,163.29</b>
	YARBROUGH PARTNERS LLC	1000-50-00000-515161-00000000-	9019341949	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	85031	03/07/2023	588.24
		1000-50-00000-515161-00000000-	9019516002	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	85031	03/07/2023	3,622.56
		<b>Total Paid by Vendor</b>					<b>4,210.80</b>
		<b>Total by Fund 1000</b>					<b>5,952,117.38</b>
1005	BEHAVIORAL HEALTH SYSTEMS INC	1005-00-00000-517030-00000000-	20230113	CLAIMS INVOICE FOR 12/1-12/31/22 BATCH 16-12	PCard	03/09/2023	86,672.42
		<b>Total Paid by Vendor</b>					<b>86,672.42</b>
	BLUE CROSS AND BLUE SHIELD OF ALABAMA	1005-00-00000-517010-00000000-	HEALTH CLMS 2/20-24	2/20/23-2/24/23 HEALTH CLAIMS	90000485	02/27/2023	377.97
		1005-00-00000-517010-00000000-	HEALTH CLMS 2/20-24	2/20/23-2/24/23 HEALTH CLAIMS	90000485	02/27/2023	496,972.95
		1005-00-00000-517015-00000000-	HEALTH CLMS 2/20-24	2/20/23-2/24/23 HEALTH CLAIMS	90000485	02/27/2023	5.04
		1005-00-00000-517015-00000000-	HEALTH CLMS 2/20-24	2/20/23-2/24/23 HEALTH CLAIMS	90000485	02/27/2023	122,920.79
		1005-00-00000-517025-00000000-	HEALTH CLMS 2/20-24	2/20/23-2/24/23 HEALTH CLAIMS	90000485	02/27/2023	211.40
		1005-00-00000-517010-00000000-	HEALTH CLMS 2/27-3/3	2/27/23-3/03/23 HEALTH CLAIMS	90000518	03/06/2023	382.51
		1005-00-00000-517010-00000000-	HEALTH CLMS 2/27-3/3	2/27/23-3/03/23 HEALTH CLAIMS	90000518	03/06/2023	616,545.78
		1005-00-00000-517015-00000000-	HEALTH CLMS 2/27-3/3	2/27/23-3/03/23 HEALTH CLAIMS	90000518	03/06/2023	3.87
		1005-00-00000-517015-00000000-	HEALTH CLMS 2/27-3/3	2/27/23-3/03/23 HEALTH CLAIMS	90000518	03/06/2023	157,905.88
		1005-00-00000-517025-00000000-	HEALTH CLMS 2/27-3/3	2/27/23-3/03/23 HEALTH CLAIMS	90000518	03/06/2023	382.96
		<b>Total Paid by Vendor</b>					<b>1,395,709.15</b>
		1005-00-00000-517040-00000000-	49857	STOP LOSS FEE-03/23	90000519	03/02/2023	1,833.00
		<b>Total Paid by Vendor</b>					<b>1,833.00</b>
		1005-00-00000-517040-00000000-	US1573349-021723	CITY'S GROUP HEALTH REINSURANCE FOR MARCH 2023	90000540	03/03/2023	99,661.79
		<b>Total Paid by Vendor</b>					<b>99,661.79</b>
		<b>Total by Fund 1005</b>					<b>1,583,876.36</b>
1010	SAVANNAH L WINN	1010-51-00000-515340-00000000-	2242023	MONUMENT REPAIRS/MAPLE HILL & GLENWOOD	84815	02/27/2023	1,714.62
		1010-51-00000-515340-00000000-	2242023-1	MONUMENT REPAIRS/MAPLE HILL & GLENWOOD	84815	02/27/2023	963.00
		<b>Total Paid by Vendor</b>					<b>2,677.62</b>
		<b>Total by Fund 1010</b>					<b>2,677.62</b>
2000	DUTCH OIL COMPANY INC	2000-54-54D10-514010-PT504010-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	682.46

	2000-54-54M10-514010-PT504010-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	1,758.93
	2000-54-54D10-514010-PT504010-	CFN-20836	FUELING TRANS DATED 022123	90000523	03/03/2023	764.71
	2000-54-54M10-514010-PT504010-	CFN-20836	FUELING TRANS DATED 022123	90000523	03/03/2023	1,515.93
	2000-54-54160-514010-PT504010-	CFN-20855	FUELING TRANS DATED 022223	90000523	03/03/2023	38.58
	2000-54-54D10-514010-PT504010-	CFN-20855	FUELING TRANS DATED 022223	90000523	03/03/2023	868.22
	2000-54-54M10-514010-PT504010-	CFN-20855	FUELING TRANS DATED 022223	90000523	03/03/2023	1,804.51
	2000-54-54D10-514010-PT504010-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	751.28
	2000-54-54M10-514010-PT504010-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	1,614.01
	2000-54-54D10-514010-PT504010-	CFN-20903	FUELING TRANS DATED 022423	90000523	03/03/2023	787.42
	2000-54-54M10-514010-PT504010-	CFN-20903	FUELING TRANS DATED 022423	90000523	03/03/2023	1,501.62
	2000-54-54D10-514010-PT504010-	CFN-20915	FUELING TRANS DATED 022523	90000523	03/03/2023	380.96
	2000-54-54M10-514010-PT504010-	CFN-20915	FUELING TRANS DATED 022523	90000523	03/03/2023	1,028.78
	2000-54-54D10-514010-PT504010-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	678.28
	2000-54-54M10-514010-PT504010-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	1,608.83
	2000-54-54D10-514010-PT504010-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	657.19
	2000-54-54M10-514010-PT504010-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	1,785.85
	2000-54-54160-514010-PT504010-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	34.68
	2000-54-54D10-514010-PT504010-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	937.96
	2000-54-54M10-514010-PT504010-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	1,714.37
	2000-54-54M41-515340-PT504990-	INV-195627	DIESEL EXHAUST FLUID (BLANKET PO)	PCard	03/08/2023	1,187.67
	<b>Total Paid by Vendor</b>					<b>22,102.24</b>
HOME DEPOT USA INC	2000-54-54160-515340-PT504990-	733311989	500B CHURCH ST 2ND FLOOR DAVID ANDERSON 4275602	84915	03/01/2023	183.59
	2000-54-54D10-515340-PT504990-	733974315	500B CHURCH ST 2ND FLOOR DAVID ANDERSON 4275206	84915	03/07/2023	350.40
	2000-54-54M10-515340-PT504990-	733974315	500B CHURCH ST 2ND FLOOR DAVID ANDERSON 4275206	84915	03/07/2023	350.40
	2000-54-54160-515340-PT504990-	733530331	500B CHURCH ST 2ND FLOOR DAVID ANDERSON 4275602	PCard	03/07/2023	126.12
	<b>Total Paid by Vendor</b>					<b>1,010.51</b>
JAMES R HALL	2000-54-54D41-513030-PT503050-	61213	COM TX 022723/61213	84980	03/01/2023	4.50
	2000-54-54D41-513030-PT503050-	61213	COM TX 022723/61213	84980	03/01/2023	85.00
	2000-54-54M41-513030-PT503050-	61893	COM TX 022723/61893	84980	03/01/2023	145.00
	<b>Total Paid by Vendor</b>					<b>234.50</b>
KELLYS TIRE SERVICE	2000-54-54160-513030-PT503050-	239779	COM TX 022723/239779	90000532	03/01/2023	281.07
	2000-54-54M10-515580-PT504020-	239848	COM TX 022723/239848	90000532	03/01/2023	16.00
	2000-54-54M10-515580-PT504020-	239848	COM TX 022723/239848	90000532	03/01/2023	60.00
	2000-54-54M10-515580-PT504020-	239848	COM TX 022723/239848	90000532	03/01/2023	70.00
	2000-54-54M10-515580-PT504020-	239848	COM TX 022723/239848	90000532	03/01/2023	1,162.16
	2000-54-54M10-515580-PT504020-	239849	COM TX 022723/239849	90000532	03/01/2023	16.00
	2000-54-54M10-515580-PT504020-	239849	COM TX 022723/239849	90000532	03/01/2023	60.00
	2000-54-54M10-515580-PT504020-	239849	COM TX 022723/239849	90000532	03/01/2023	110.00
	2000-54-54M10-515580-PT504020-	239849	COM TX 022723/239849	90000532	03/01/2023	1,162.16
	2000-54-54M10-515580-PT504020-	239850	COM TX 022723/239850	90000532	03/01/2023	16.00
	2000-54-54M10-515580-PT504020-	239850	COM TX 022723/239850	90000532	03/01/2023	60.00
	2000-54-54M10-515580-PT504020-	239850	COM TX 022723/239850	90000532	03/01/2023	1,162.16
	2000-54-54D10-515580-PT504020-	239851	COM TX 022723/239851	90000532	03/01/2023	6.00
	2000-54-54D10-515580-PT504020-	239851	COM TX 022723/239851	90000532	03/01/2023	55.00
	2000-54-54D10-515580-PT504020-	239851	COM TX 022723/239851	90000532	03/01/2023	307.26
	2000-54-54M10-515580-PT504020-	239852	COM TX 022723/239852	90000532	03/01/2023	8.00
	2000-54-54M10-515580-PT504020-	239852	COM TX 022723/239852	90000532	03/01/2023	30.00
	2000-54-54M10-515580-PT504020-	239852	COM TX 022723/239852	90000532	03/01/2023	581.08
	2000-54-54M10-515580-PT504020-	239895	COM TX 022823/239895	90000532	03/01/2023	32.00
	2000-54-54M10-515580-PT504020-	239895	COM TX 022823/239895	90000532	03/01/2023	70.00
	2000-54-54M10-515580-PT504020-	239895	COM TX 022823/239895	90000532	03/01/2023	120.00
	2000-54-54M10-515580-PT504020-	239895	COM TX 022823/239895	90000532	03/01/2023	2,324.32
	2000-54-54D10-515580-PT504020-	239917	COM TX 022823/239917	90000532	03/01/2023	25.00
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	2000-54-54D10-515580-PT504020-	239918	COM TX 022823/239918	90000532	03/01/2023	3.00
	2000-54-54D10-515580-PT504020-	239918	COM TX 022823/239918	90000532	03/01/2023	27.50
	2000-54-54D10-515580-PT504020-	239918	COM TX 022823/239918	90000532	03/01/2023	153.63
	2000-54-54D10-515580-PT504020-	239919	COM TX 022823/239919	90000532	03/01/2023	6.00
	2000-54-54D10-515580-PT504020-	239919	COM TX 022823/239919	90000532	03/01/2023	55.00
	2000-54-54D10-515580-PT504020-	239919	COM TX 022823/239919	90000532	03/01/2023	307.26
	<b>Total Paid by Vendor</b>					<b>8,356.60</b>
MADISON COUNTY AUTO PARTS INC	2000-54-54M41-513030-PT503050-	243295	NAPA TRX DATE 021523	84939	02/28/2023	11.35

2000-54-54M41-513030-PT503050-	243295	NAPA TRX DATE 021523	84939	02/28/2023	14.89
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2000-54-54M41-513030-PT503050-	243295	NAPA TRX DATE 021523	84939	02/28/2023	36.78
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2000-54-54M41-513030-PT503050-	243295	NAPA TRX DATE 021523	84939	02/28/2023	85.00
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		2000-54-54M41-513030-PT503050-	243576	NAPA TRX DATE 022323	84939	02/28/2023	60.43
		2000-54-54M41-513030-PT503050-	243576	NAPA TRX DATE 022323	84939	02/28/2023	82.29
		2000-54-54M41-513030-PT503050-	243576	NAPA TRX DATE 022323	84939	02/28/2023	160.45
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		2000-54-54M41-513030-PT503050-	243626	NAPA TRX DATE 022423	84939	02/28/2023	0.60
		2000-54-54M41-513030-PT503050-	243626	NAPA TRX DATE 022423	84939	02/28/2023	2.97
		2000-54-54M41-513030-PT503050-	243626	NAPA TRX DATE 022423	84939	02/28/2023	14.44
		2000-54-54M41-513030-PT503050-	243626	NAPA TRX DATE 022423	84939	02/28/2023	33.98
		2000-54-54M41-513030-PT503050-	243626	NAPA TRX DATE 022423	84939	02/28/2023	1,119.82
		2000-54-54160-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	3.16
		2000-54-54160-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	4.88
		2000-54-54D41-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	58.33
		2000-54-54M41-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	9.28
		2000-54-54M41-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	11.35
		2000-54-54M41-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	23.16
		2000-54-54M41-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	36.78
		2000-54-54M41-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	60.43
		2000-54-54M41-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	74.81
		2000-54-54M41-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	74.83
		2000-54-54M41-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	82.29
		2000-54-54M41-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	84.96
		2000-54-54M41-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	94.10
		2000-54-54M41-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	153.30
		2000-54-54M41-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	160.58
		2000-54-54M41-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	226.38
		2000-54-54M41-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	237.65
		2000-54-54M41-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	687.88
		2000-54-54M41-513030-PT503050-	243657	NAPA TRX DATE 022723	84939	02/28/2023	1,926.09
		2000-54-54M41-515340-PT504990-	244010	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET )	PCard	03/08/2023	111.36
		2000-54-54160-515340-PT504990-	243524	SUPPLIES FOR PUBLIC TRANSIT (BLANKET)	PCard	03/08/2023	707.59
		2000-54-54M41-515340-PT504990-	243525	ANTIFREEZE FOR PUBLIC TRANSIT (BLANKET )	PCard	03/08/2023	111.36
		2000-54-54160-515340-PT504990-	244008	SUPPLIES FOR PUBLIC TRANSIT (BLANKET)	PCard	03/08/2023	423.62
		2000-54-54M41-515340-PT504990-	244009	ANTIFREEZE-GREEN (BLANKET)	PCard	03/08/2023	52.98
		<b>Total Paid by Vendor</b>					<b>22,301.59</b>
	MARSH USA, INC	2000-54-5416D-515220-PT506110-	2081191	GERNERAL LIABILITY INSURANCE	PCard	03/09/2023	1,724.00
		2000-54-5416M-515220-PT506110-	2081191	GERNERAL LIABILITY INSURANCE	PCard	03/09/2023	1,724.00
		<b>Total Paid by Vendor</b>					<b>3,448.00</b>
	MILLERKNOLL INC	2000-54-54160-515340-PT504990-	73713897	HERMAN MILLER INC AER 1B23DW--ALP-G1-G1-C7-BK-2	84947	03/07/2023	1,183.00
		<b>Total Paid by Vendor</b>					<b>1,183.00</b>
	SEON DESIGN INC	2000-54-54D10-520500-PT504990-	176647	REMOTE ENGINEERING SERVICE (SOLE SOURCE )	PCard	03/09/2023	332.00
		<b>Total Paid by Vendor</b>					<b>332.00</b>
	SERVICEWEAR APPAREL	2000-54-54D41-515670-PT502130-	0051360672	UNIFORMS-PUBLIC TRANSIT (BLANKET)	90000543	03/01/2023	75.53
		2000-54-54D41-515670-PT502130-	0051360673	UNIFORMS-PUBLIC TRANSIT (BLANKET)	90000543	03/01/2023	151.23
		2000-54-54M10-515670-PT502130-	0051439865	UNIFORMS-PUBLIC TRANSIT (BLANKET)	90000543	03/03/2023	161.80
		2000-54-54D10-515670-PT502130-	0051439869	UNIFORMS-PUBLIC TRANSIT (BLANKET)	90000543	03/03/2023	165.39
		2000-54-54D41-515670-PT502130-	0051451266	UNIFORMS-PUBLIC TRANSIT (BLANKET)	PCard	03/08/2023	33.94
		2000-54-54D10-515670-PT502130-	0051451270	UNIFORMS-PUBLIC TRANSIT (BLANKET)	PCard	03/08/2023	117.25
		2000-54-5416M-515670-PT502130-	0051462081	UNIFORMS-PUBLIC TRANSIT (BLANKET)	PCard	03/08/2023	157.60
		2000-54-54D10-515670-PT502130-	0051462082	UNIFORMS-PUBLIC TRANSIT (BLANKET)	PCard	03/08/2023	224.57
		2000-54-54D10-515670-PT502130-	0051462085	UNIFORMS-PUBLIC TRANSIT (BLANKET)	PCard	03/08/2023	253.40
		<b>Total Paid by Vendor</b>					<b>1,340.71</b>
	THE LIOCE GROUP INC	2000-54-54160-515340-PT504990-	IN410076	TONER FOR TRANSIT PRINTERS	85002	02/28/2023	400.16
		2000-54-5416D-515340-PT504990-	IN410076	TONER FOR TRANSIT PRINTERS	85002	02/28/2023	142.94
		<b>Total Paid by Vendor</b>					<b>543.10</b>
	<b>Total by Fund 2000</b>						<b>60,852.25</b>
2100	ACCELERATED RISK MANAGEMENT LLC	2100-70-70300-523000-00000000-00149	2302138	LEAD BASED PAINT INSPECTIONS (BLANKET PO)	PCard	03/08/2023	3,150.00
		<b>Total Paid by Vendor</b>					<b>3,150.00</b>
	FRYE ENVIRONMENTAL	2100-70-70100-515520-PN200010-00007	1-2023	ENVIRONMENTAL REVIEWS/CONFERENCE CALLS	84904	03/01/2023	5,000.00
		<b>Total Paid by Vendor</b>					<b>5,000.00</b>

	JAMES MONAGHAN	2100-70-70300-523000-00000000-00149	5144	REHAB @ 2611 EXCALLIBER DRIVE	90000497	02/27/2023	18,895.00
		<b>Total Paid by Vendor</b>					<b>18,895.00</b>
	REDSTONE FEDERAL CREDIT UNION	2100-70-70300-515370-00000000-00149	MAR 2,2023	SERVICE FEE FOR LOANS (BLANKET PO)	84970	03/03/2023	462.50
		<b>Total Paid by Vendor</b>					<b>462.50</b>
	ROCKET CITY RENTAL LLC	2100-70-70300-523000-00000000-00149	28446-3	SMALL RENTAL EQUIPMENT FOR DMP PROJ (BLANKET PO)	PCard	03/08/2023	61.36
		<b>Total Paid by Vendor</b>					<b>61.36</b>
	SERVICEWEAR APPAREL	2100-70-70300-515670-00000000-00149	0051395799	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	90000543	03/02/2023	106.26
		2100-70-70300-515670-00000000-00149	0051428407	UNIFORMS-COMMUNITY DEVELOPMENT(BLANKET)	90000543	03/03/2023	74.96
		<b>Total Paid by Vendor</b>					<b>181.22</b>
	XEROX CORPORATION	2100-70-70100-515340-00000000-00149	IN2124541	FY23 BLANKET PO FOR XEROX COPIER SERVICES COH	85028	03/07/2023	7.96
		2100-70-70300-515340-00000000-00149	IN2124541	FY23 BLANKET PO FOR XEROX COPIER SERVICES COH	85028	03/07/2023	7.96
		<b>Total Paid by Vendor</b>					<b>15.92</b>
	YARBROUGH PARTNERS LLC	2100-70-70100-515460-00000000-00149	73365	RENT FOR 120 HOLMES AVE (BLANKET PO)	85029	03/07/2023	4,163.29
		2100-70-70300-515460-00000000-00149	73365	RENT FOR 120 HOLMES AVE (BLANKET PO)	85029	03/07/2023	3,568.54
		<b>Total Paid by Vendor</b>					<b>7,731.83</b>
	<b>Total by Fund 2100</b>						<b>35,497.83</b>
2101	FIRST STOP INC	2101-70-70100-515520-00000000-00119	REQ14CDBG-CV	REIMBURSE EXP. REQUEST # 14 CDBG-CV	84898	03/06/2023	13,198.07
		2101-70-70100-515520-PN200011-00147	REQ8STATECDBG-CV	REIMBURSE EXPENSE REQUEST #8 ADECA CDBG-CV	84899	03/07/2023	277,462.89
		<b>Total Paid by Vendor</b>					<b>290,660.96</b>
	<b>Total by Fund 2101</b>						<b>290,660.96</b>
2500	AL CONSTITUTION VILLAGE HUNTSVILLE HISTORIC DEPOT	2500-00-00000-515520-SLFRF009-	ARPA 022823	BLANKET PO FOR ARPA REIMBURSEMENT RES 22-59	84890	03/06/2023	6,962.16
		<b>Total Paid by Vendor</b>					<b>6,962.16</b>
	ALABAMA SPACE SCIENCE EXHIBIT COMMISSION	2500-00-00000-515520-SLFRF006-	ARPA FEB 23	BLANKET PO FOR ARPA REIMURSEMENT RES 22-59	85016	03/06/2023	35,379.00
		<b>Total Paid by Vendor</b>					<b>35,379.00</b>
	EMW CONSTRUCTION INC	2500-14-00000-523043-00000000-	APPL #8 CAVALRY HILL	CONSTRUCTION SERVICES - CAVALR	84894	03/01/2023	45,089.75
		<b>Total Paid by Vendor</b>					<b>45,089.75</b>
	HUNTSVILLE MADISON COUNTY BOTANICAL GARDENS INC	2500-00-00000-515520-SLFRF007-	ARPA 022823	BLANKET PO FOR ARPA REIMBURSEMENT RES 22-59	84921	03/06/2023	20,892.95
		<b>Total Paid by Vendor</b>					<b>20,892.95</b>
	<b>Total by Fund 2500</b>						<b>108,323.86</b>
3000	REGIONS BANK	3000-00-00000-635000-TO000000-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2014C & 2020ABCD	84708	02/28/2023	201,017.87
		<b>Total Paid by Vendor</b>					<b>201,017.87</b>
	<b>Total by Fund 3000</b>						<b>201,017.87</b>
3010	REGIONS BANK	3010-00-00000-635000-TO000000-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2014C & 2020ABCD	84708	02/28/2023	943,437.60
		<b>Total Paid by Vendor</b>					<b>943,437.60</b>
	<b>Total by Fund 3010</b>						<b>943,437.60</b>
3020	ALABAMA CONCRETE INC	3020-55-00000-516010-00000000-	124941	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90000513	03/01/2023	731.25
		3020-55-00000-516010-00000000-	125006	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90000513	03/01/2023	476.00
		3020-55-00000-516010-00000000-	125007	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90000513	03/01/2023	1,071.00
		3020-55-00000-516010-00000000-	125009	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90000513	03/01/2023	171.00
		3020-55-00000-516010-00000000-	125008	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90000513	03/01/2023	366.00
		3020-55-00000-516010-00000000-	125010	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90000513	03/01/2023	285.00
		3020-55-00000-516010-00000000-	124831	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90000513	03/01/2023	120.00
		3020-55-00000-516010-00000000-	124895	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90000513	03/01/2023	427.00
		3020-55-00000-516010-00000000-	124894	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90000513	03/01/2023	1,098.00
		3020-55-00000-516010-00000000-	125072	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90000513	03/01/2023	327.25
		3020-55-00000-516010-00000000-	125070	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90000513	03/01/2023	416.50
		3020-55-00000-516010-00000000-	125071	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	90000513	03/01/2023	654.50
		3020-55-00000-516010-00000000-	125251	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	PCard	03/08/2023	122.00
		3020-55-00000-516010-00000000-	125250	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	PCard	03/08/2023	297.50
		3020-55-00000-516010-00000000-	125249	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	PCard	03/08/2023	624.75
		3020-55-00000-516010-00000000-	125248	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	PCard	03/08/2023	456.00
		3020-55-00000-516010-00000000-	125247	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	PCard	03/08/2023	285.00
		3020-55-00000-516010-00000000-	125246	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	PCard	03/08/2023	114.00
		3020-55-00000-516010-00000000-	125328	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	PCard	03/08/2023	386.75
		3020-55-00000-516010-00000000-	125326	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	PCard	03/08/2023	238.00
		3020-55-00000-516010-00000000-	125327	FY23 CONCRETE BLANKET MAINTENANCE(PICKUP)	PCard	03/08/2023	476.00
		<b>Total Paid by Vendor</b>					<b>9,143.50</b>
	ALABAMA FLAG & BANNER	3020-14-00000-523000-PR8405XX-	338588	2023 BLANKET PO MATERIAL PURCHASES	90000514	03/02/2023	2,369.50
		3020-14-00000-523000-PR8405XX-	338587	2023 BLANKET PO MATERIAL PURCHASES	90000514	03/02/2023	325.00
		<b>Total Paid by Vendor</b>					<b>2,694.50</b>
	ALABAMA GUARDRAIL INC	3020-55-00000-516010-00000000-	0025185-IN	GUARDRAIL REPAIR AT COUNTESS ROAD	PCard	03/08/2023	3,525.00
		3020-55-00000-516010-00000000-	0025169-IN	GUARDRAIL REPAIR HOBBS ISLAND RD	PCard	03/08/2023	3,600.00



	<b>Total Paid by Vendor</b>					<b>7,125.00</b>
CHORBA CONTRACTING CORP	3020-00-00000-220400-00000000-	APPL #12 ANIMAL SVCS	21526-ANIMAL SVCS CTR RENO PH 3-FINAL RET	84871	03/02/2023	32,944.65
	<b>Total Paid by Vendor</b>					<b>32,944.65</b>
CORE & MAIN LP	3020-55-00000-516040-00000000-	S371108	KNOCK OUT BOXES FOR STOCK- PWS CONSTRUCTION	84879	03/02/2023	14,488.30
	<b>Total Paid by Vendor</b>					<b>14,488.30</b>
DANA SAFETY SUPPLY	3020-15-00000-520100-00000000-	474619-B	EQUIPMENT FOR CRIME SCENE F150	90000522	03/02/2023	15,836.70
	<b>Total Paid by Vendor</b>					<b>15,836.70</b>
FITZGERALD PETERBILT III LLC	3020-15-00000-520100-00000000-	016654	KNUCKLEBOOMS FOR SANITATION	84900	03/06/2023	221,582.16
	3020-15-00000-520100-00000000-	016653	KNUCKLEBOOM FOR SANITATION	84900	03/06/2023	221,582.16
	<b>Total Paid by Vendor</b>					<b>443,164.32</b>
HUMPHRIES FARM & TURF SUPPLY INC	3020-55-00000-516010-00000000-	29536	TOP SOIL FOR MAINTENANCE STOCK	84919	03/01/2023	3,078.75
	<b>Total Paid by Vendor</b>					<b>3,078.75</b>
HUNTSVILLE FENCE COMPANY	3020-52-00000-513010-PR8431XX-	PO 20231766	CEDAR RAIL FENCE REPAIR - GOLDSMITH	84922	03/07/2023	7,139.00
	<b>Total Paid by Vendor</b>					<b>7,139.00</b>
HUNTSVILLE TRACTOR & EQUIPMENT INC	3020-15-00000-520100-00000000-	WG23096	SOD CUTTERS FOR LANDSCAPE	PCard	03/07/2023	10,752.00
	<b>Total Paid by Vendor</b>					<b>10,752.00</b>
HYDE ENGINEERING INC	3020-14-00000-521021-00000000-	23039.2	ELECTRICAL ENGINEERING SERVICES - CRAWFORD PARK	84924	03/07/2023	3,850.00
	<b>Total Paid by Vendor</b>					<b>3,850.00</b>
JAMES MONAGHAN	3020-14-00000-521002-00000000-	5141	BIG SPRING EAST- GLIDER SWING INSTALL 163818	90000496	02/27/2023	925.00
	<b>Total Paid by Vendor</b>					<b>925.00</b>
JAMES R HALL	3020-55-00000-516020-00000000-	61355	FY23 TOWING FOR RESURFACING-BLANKET	84980	03/01/2023	52.40
	3020-55-00000-516020-00000000-	61360	FY23 TOWING FOR RESURFACING-BLANKET	84980	03/01/2023	50.00
	3020-55-00000-516020-00000000-	61372	FY23 TOWING FOR RESURFACING-BLANKET	84980	03/01/2023	50.00
	3020-55-00000-516020-00000000-	61474	FY23 TOWING FOR RESURFACING-BLANKET	84980	03/01/2023	50.00
	3020-55-00000-516020-00000000-	62278	FY23 TOWING FOR RESURFACING-BLANKET	84980	03/01/2023	50.00
	3020-55-00000-516020-00000000-	62279	FY23 TOWING FOR RESURFACING-BLANKET	84980	03/01/2023	50.00
	3020-55-00000-516020-00000000-	62298	FY23 TOWING FOR RESURFACING-BLANKET	84980	03/01/2023	50.00
	3020-55-00000-516020-00000000-	61284A	FY23 TOWING FOR RESURFACING-BLANKET	84980	03/01/2023	50.00
	3020-55-00000-516020-00000000-	62295A	FY23 TOWING FOR RESURFACING-BLANKET	84980	03/01/2023	50.00
	3020-55-00000-516020-00000000-	62296A	FY23 TOWING FOR RESURFACING-BLANKET	84980	03/01/2023	50.00
	3020-55-00000-516020-00000000-	62297A	FY23 TOWING FOR RESURFACING-BLANKET	84980	03/01/2023	50.00
	3020-55-00000-516020-00000000-	61263	FY23 TOWING FOR RESURFACING-BLANKET	PCard	03/08/2023	50.00
	3020-55-00000-516020-00000000-	61274	FY23 TOWING FOR RESURFACING-BLANKET	PCard	03/08/2023	50.00
	3020-55-00000-516020-00000000-	61275	FY23 TOWING FOR RESURFACING-BLANKET	PCard	03/08/2023	50.00
	<b>Total Paid by Vendor</b>					<b>702.40</b>
MILLER & MILLER INC	3020-00-00000-220400-00000000-	APPL #4 BRAHAN SPRNG	21619A-BRAHAN SPRING PARK REDEV-FINAL RET	84946	03/02/2023	6,297.75
	<b>Total Paid by Vendor</b>					<b>6,297.75</b>
NOLA VAN PEURSEM ARCHITECTS PC	3020-10-00000-523000-REDEV001-	21181.05	ARCHITECTURAL SERVICES - CAVAL	84953	03/01/2023	6,138.00
	<b>Total Paid by Vendor</b>					<b>6,138.00</b>
OSBORN CONCRETE CUTTING	3020-55-00000-516040-00000000-	19169	CONCRETE CUTTING FOR PWS (BLANKET)	90000498	02/28/2023	1,050.00
	<b>Total Paid by Vendor</b>					<b>1,050.00</b>
P & H SUPPLY CO INC	3020-55-00000-516010-00000000-	3621	MANHOLE RISERS FOR STOCK	84961	03/01/2023	1,325.50
	<b>Total Paid by Vendor</b>					<b>1,325.50</b>
PARK SUPPLY COMPANY INC	3020-14-00000-523002-00000000-	S2183518.001	ANIMAL SERVICES -HOSE REEL	84793	02/27/2023	6,536.29
	<b>Total Paid by Vendor</b>					<b>6,536.29</b>
PRO ELECTRIC INC	3020-75-00000-529000-00000000-	WTRF1019	SIGNAL CABINET PAINTING	90000541	03/01/2023	610.65
	3020-14-00000-521003-00000000-	W43309	JOHN HUNT SOCCER WASHERS & DRYERS RUN POWER	90000541	03/02/2023	5,362.32
	3020-44-00000-520500-00000000-	W43315	ELECTRIC SERVICE FOR SIREN INSTALLATION	90000541	03/03/2023	2,134.38
	3020-44-00000-520500-00000000-	W43316	ELECTRIC SERVICE FOR SIREN INSTALLATION	90000541	03/03/2023	3,380.45
	3020-44-00000-520500-00000000-	W43321	SERVICE FOR TORNADO SIREN	90000541	03/03/2023	3,036.25
	<b>Total Paid by Vendor</b>					<b>14,524.05</b>
REGIONS BANK	3020-00-00000-635000-TO000000-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2014C & 2020ABCD	84708	02/28/2023	145,564.66
	<b>Total Paid by Vendor</b>					<b>145,564.66</b>
ROGERS GROUP INC	3020-55-00000-516020-00000000-	0231000282	ASPHALT FOR SEGERS RD JOB 23-117	84813	02/27/2023	4,470.64
	3020-00-00000-220400-00000000-	386422-43-2RET	2224-PUBLIC WORKS STORM STRUCTURE-FINAL RET	84981	03/01/2023	589.82
	3020-55-00000-516010-00000000-	0209000488	FY23 ASPHALT BLANKET-MAINTENANCE	84981	03/01/2023	1,623.75
	3020-55-00000-516020-00000000-	0231000289	ASPHALT FOR SEGERS RD JOB 23-117	84981	03/01/2023	1,470.30
	<b>Total Paid by Vendor</b>					<b>8,154.51</b>
SHERWIN-WILLIAMS CO	3020-55-00000-516010-00000000-	0457-2	PAINT FOR BARRICADES- CONSTRUCTION STOCK	84986	03/03/2023	0.01
	3020-55-00000-516010-00000000-	0457-2	PAINT FOR BARRICADES- CONSTRUCTION STOCK	84986	03/03/2023	284.60
	<b>Total Paid by Vendor</b>					<b>284.61</b>
SIRENS FOR CITIES INC	3020-44-00000-520500-00000000-	1644	WARNING SIREN SYSTEM	84989	03/01/2023	3,600.00

		<b>Total Paid by Vendor</b>					<b>3,600.00</b>
	SITEONE LANDSCAPE SUPPLY HOLDING LLC	3020-55-00000-516010-000000000-	127100055-001	IRRIGATION ITEMS FOR MAINTENANCE STOCK	84990	03/01/2023	879.84
		3020-55-00000-516010-000000000-	126936763-001	PWS IRRIGATION BLANKET FOR FY23	PCard	03/08/2023	202.55
		<b>Total Paid by Vendor</b>					<b>1,082.39</b>
	SJ&L GENERAL CONTRACTOR LLC	3020-55-00000-516020-000000000-	7596	ASPHALT FOR SEGERS RD (ROGERS NOT MAKING 2/9/23)	84821	02/27/2023	3,979.56
		3020-55-00000-516020-000000000-	7640	ASPHALT FOR SEGERS RD (ROGERS NOT MAKING 2/14/23)	84821	02/27/2023	2,659.28
		3020-55-00000-516010-000000000-	7455	ASPHALT (ROGERS NOT MAKING 1/27/23)	84991	03/01/2023	5,076.76
		3020-55-00000-516010-000000000-	7595	ASPHALT (ROGERS NOT MAKING 2/9/23)	84991	03/01/2023	867.75
		3020-55-00000-516010-000000000-	7626	ASPHALT (ROGERS NOT MAKING 2/13/23)	84991	03/01/2023	259.35
		3020-55-00000-516010-000000000-	7639	ASPHALT (ROGERS NOT MAKING 2/14/23)	84991	03/01/2023	98.15
		3020-55-00000-516010-000000000-	7684	FY23 MAINTENANCE BLANKET	84991	03/01/2023	502.45
		3020-55-00000-516010-000000000-	7762	FY23 MAINTENANCE BLANKET	84991	03/01/2023	1,439.10
		3020-55-00000-516010-000000000-	7780	FY23 MAINTENANCE BLANKET	84991	03/01/2023	522.60
		<b>Total Paid by Vendor</b>					<b>15,405.00</b>
	SOUTHERN LIGHTING AND TRAFFIC	3020-75-00000-529000-000000000-	46371	COBALT CONTROLLER, OAK DAIRY / MEMORIAL PKWY	PCard	03/07/2023	4,000.00
		<b>Total Paid by Vendor</b>					<b>4,000.00</b>
	SPECTRUM SOLUTIONS INC	3020-17-00000-520500-PR8629XX-	7847	FIBER INSTALL/WORK FOR MJC	84996	03/01/2023	420.82
		<b>Total Paid by Vendor</b>					<b>420.82</b>
	TENNESSEE VALLEY FENCE INC	3020-14-00000-513010-PR8610XX-	C-24855	HEAVY FLEET EXIT GATE	90000550	03/01/2023	7,917.35
		3020-14-00000-513010-PR8610XX-	C-24856	FLEET LIGHT VEHICLE REPAIR -LIFTMASTER GATE	90000550	03/01/2023	7,801.73
		<b>Total Paid by Vendor</b>					<b>15,719.08</b>
	TURFGRASS OF TENNESSEE LLC	3020-55-00000-516010-000000000-	32131	SOD FOR MAINTENANCE JOB	85012	03/01/2023	324.00
		<b>Total Paid by Vendor</b>					<b>324.00</b>
	UTILICOM SUPPLY ASSOCIATES LLC	3020-75-00000-529000-000000000-	299805	HARDWARE FOR PROJECT	90000551	03/01/2023	284.45
		3020-75-00000-529000-000000000-	299806	HARDWARE FOR PROJECTS	90000551	03/01/2023	1,441.25
		3020-75-00000-529000-000000000-	300018	LED'S FOR PROJECT	90000551	03/06/2023	1,373.25
		<b>Total Paid by Vendor</b>					<b>3,098.95</b>
	VULCAN MATERIALS CO	3020-55-00000-516040-000000000-	51300299	FY23 ROCK/STONE PWS CONSTRUCTION (BLANKET)	90000509	02/27/2023	5,040.49
		3020-55-00000-516040-000000000-	51300300	FY23 ROCK/STONE PWS CONSTRUCTION (BLANKET)	90000509	02/27/2023	2,100.28
		3020-55-00000-516020-000000000-	51300301	ROCK FOR SEGERS RD JOB # 23-117	90000509	02/27/2023	5,465.66
		3020-55-00000-516040-000000000-	51300303	FY23 ROCK/STONE PWS CONSTRUCTION (BLANKET)	90000509	02/27/2023	406.08
		3020-55-00000-516040-000000000-	51304178	FY23 ROCK/STONE PWS CONSTRUCTION (BLANKET)	90000509	02/27/2023	2,533.51
		3020-55-00000-516020-000000000-	51304179	ROCK FOR SEGERS RD JOB # 23-117	90000509	02/27/2023	4,510.51
		3020-55-00000-516010-000000000-	51304177	FY23 ROCK BLANKET-MAINTENANCE	90000552	03/01/2023	195.20
		3020-55-00000-516010-000000000-	51304181	FY23 ROCK BLANKET-MAINTENANCE	90000552	03/01/2023	141.31
		3020-55-00000-516010-000000000-	51307965	FY23 ROCK BLANKET-MAINTENANCE	PCard	03/08/2023	179.28
		3020-55-00000-516010-000000000-	51307966	FY23 ROCK BLANKET-MAINTENANCE	PCard	03/08/2023	2,597.78
		3020-55-00000-516010-000000000-	51307970	FY23 ROCK BLANKET-MAINTENANCE	PCard	03/08/2023	141.83
		3020-55-00000-516010-000000000-	51307971	FY23 ROCK BLANKET-MAINTENANCE	PCard	03/08/2023	264.16
		<b>Total Paid by Vendor</b>					<b>23,576.09</b>
	WATER CONDITIONING INC	3020-14-00000-523000-PR8405XX-	0057450	2023 BLANKET PO WATER TREATMENT VETERANS PARK	PCard	03/08/2023	260.00
		<b>Total Paid by Vendor</b>					<b>260.00</b>
	WIREGRASS CONSTRUCTION COMPANY INC	3020-55-00000-516010-000000000-	183496	ASPHALT (ROGERS NOT MAKING 2/14/23_	85024	03/01/2023	144.72
		<b>Total Paid by Vendor</b>					<b>144.72</b>
	WOODY ANDERSON FORD INC	3020-15-00000-520100-000000000-	226451	F150 FOR TRAFFIC ENGINEERING	85025	03/01/2023	43,621.96
		3020-15-00000-520100-000000000-	226471	TRUCK FOR ANIMAL CONTROL	85025	03/01/2023	35,053.16
		3020-15-00000-520100-000000000-	226477	TRUCK FOR COMMUNITY DEVELOPMENT	85026	03/01/2023	47,374.16
		<b>Total Paid by Vendor</b>					<b>126,049.28</b>
	<b>Total by Fund 3020</b>						<b>935,399.82</b>
3040	PNC BANK NATIONAL ASSOCIATION	3040-00-00000-601000-DE2021VB-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2021VBC	84845	03/02/2023	9,171.78
		3040-00-00000-601000-DE2021VB-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2021VBC	84845	03/02/2023	35,084.58
		3040-00-00000-460100-000000000-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2021VBC	84845	03/02/2023	0.01
		<b>Total Paid by Vendor</b>					<b>44,256.37</b>
	REGIONS BANK	3040-00-00000-635000-TO0000000-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2014C & 2020ABCD	84708	02/28/2023	208,643.67
		<b>Total Paid by Vendor</b>					<b>208,643.67</b>
	<b>Total by Fund 3040</b>						<b>252,900.04</b>
3060	HUNTSVILLE SPORTS COMMISSION	3060-00-00000-610019-000000000-	AHSAA YR2	LODGING TAX ITEM: AHSAA N. REGIONAL VOLLEYBALL	84764	02/28/2023	2,500.00
		<b>Total Paid by Vendor</b>					<b>2,500.00</b>
	<b>Total by Fund 3060</b>						<b>2,500.00</b>
3080	CORE & MAIN LP	3080-71-00000-527000-000000000-	S401552	CHICAMAUGA TRAIL STORM INSTALLATION -CLINT K	PCard	03/08/2023	4,125.58
		<b>Total Paid by Vendor</b>					<b>4,125.58</b>
	JAMES MARTIN SELLERS	3080-71-00000-530000-000000000-	5793	GRNBR PKWY / FACEBOOK	84985	03/01/2023	600.00

	<b>Total Paid by Vendor</b>					<b>600.00</b>
JARRETT CONCRETE PRODUCTS AND SUPPLIES INC	3080-71-00000-527001-00000000-	98937	PRATT AVENUE PROJECT PURPOSE	84929	03/02/2023	26,626.68
	3080-71-00000-527001-00000000-	98986	PRATT AVENUE PROJECT PURPOSE	84929	03/06/2023	17,751.12
	3080-71-00000-527001-00000000-	98994	PRATT AVENUE PROJECT PURPOSE	PCard	03/07/2023	8,875.56
	3080-71-00000-527001-00000000-	202337-2	PRATT AVENUE PROJECT PURPOSE	PCard	03/08/2023	8,875.56
	<b>Total Paid by Vendor</b>					<b>62,128.92</b>
MILLER & MILLER INC	3080-71-00000-524041-00000000-	APPL #15 GRNBR PH 5	GREENBRIER PARKWAY PHASE V	84784	02/27/2023	658,590.40
	3080-71-00000-520900-00000000-	Appl #2 Aldridge Crk	ALDRIDGE CREEK PEDESTRIAN BRID	84946	03/01/2023	140,284.03
	<b>Total Paid by Vendor</b>					<b>798,874.43</b>
NORFOLK SOUTHERN RAILWAY COMPANY	3080-71-00000-527000-00000000-	476644	STORM WATER CULVERT LICENSING FEES	84954	03/01/2023	5,074.81
	<b>Total Paid by Vendor</b>					<b>5,074.81</b>
OMI INC	3080-71-00000-524041-00000000-	23400	GREENBRIER PARKWAY PHASE 5 - C	84792	02/27/2023	2,724.45
	<b>Total Paid by Vendor</b>					<b>2,724.45</b>
OSBORN CONCRETE CUTTING	3080-71-00000-526001-00000000-	19187	TIF 6 SEWER EXPANSION (BLANKET)	90000498	02/28/2023	525.00
	3080-71-00000-526001-00000000-	19190	TIF 6 SEWER EXPANSION (BLANKET)	90000539	03/02/2023	525.00
	<b>Total Paid by Vendor</b>					<b>1,050.00</b>
ROGERS GROUP INC	3080-71-00000-527000-00000000-	386422-20-1	1110 DRAKE DRAINAGE	84981	03/01/2023	76,579.47
	3080-71-00000-527001-00000000-	386422-47-1	DRAKE AVE HANDRAIL	84981	03/01/2023	28,685.30
	<b>Total Paid by Vendor</b>					<b>105,264.77</b>
WILMER & LEE PA	3080-71-00000-521000-PR2501XX-	22552085	TOYOTA / HORIZON	85022	03/06/2023	225.00
	3080-71-00000-524027-00000000-	22552086	URBAN RENEWAL PROJECT	85022	03/06/2023	9,090.25
	3080-71-00000-524022-00000000-	22552087	WINCHESTER DEMO	85022	03/06/2023	1,167.50
	3080-71-00000-524000-PR8114XX-	22552089	N. BYPASS PRJ: ST-045-000-015 TRACT 60	85022	03/06/2023	500.00
	3080-71-00000-524000-PR8114XX-	22552090	N. BYPASS PRJ: ST-045-000-015 TRACT 2	85022	03/06/2023	2,982.50
	3080-71-00000-530000-BUDGET01-	22552091	PROJECT EAGLE	85022	03/06/2023	75.00
	3080-71-00000-524022-00000000-	22552092	WINCH RD DEMO PRJ #STPHV-DEMO-A183 TRCT 2	85022	03/06/2023	97.50
	3080-71-00000-524022-00000000-	22552093	WINCH RD DEMO PRJ #STPHV-DEMO-A183 TRCT 6	85022	03/06/2023	685.00
	3080-71-00000-524022-00000000-	22552094	WINCH RD DEMO PRJ #STPHV-DEMO-A183 TRCT 12	85022	03/06/2023	415.00
	3080-71-00000-524022-00000000-	22552095	WINCH RD IMP PRJ #STPHV-DEMO-A183 TRCT 16	85022	03/06/2023	40.00
	3080-71-00000-524022-00000000-	22552096	WINCH RD DEMO PRJ #STPHV-DEMO-A183 TRCT 26	85022	03/06/2023	30.00
	3080-71-00000-524022-00000000-	22552097	WINCH RD DEMO PRJ #STPHV-DEMO-A183 TRCT 30	85022	03/06/2023	15.00
	3080-71-00000-524022-00000000-	22552098	WINCH RD DEMO PRJ #STPHV-DEMO-A183 TRCT 34	85022	03/06/2023	455.00
	3080-71-00000-524022-00000000-	22552099	WINCH RD DEMO PRJ #STPHV-DEMO-A183 TRCT 35	85022	03/06/2023	415.00
	3080-71-00000-524022-00000000-	22552100	WINCH RD IMP PRJ #STPHV-DE-8556 (601) TRCT 38	85022	03/06/2023	652.50
	3080-71-00000-524022-00000000-	22552101	WINCH RD IMP PRJ #STPHV-DE-8556 (601) TRCT 39	85022	03/06/2023	497.50
	3080-71-00000-524022-00000000-	22552102	WINCH RD DEMO PRJ #STPHV-DEMO-A183 TRCT 41	85022	03/06/2023	1,405.00
	3080-71-00000-524022-00000000-	22552103	WINCH RD DEMO PRJ #STPHV-DEMO-A183 TRCT 42	85022	03/06/2023	286.00
	3080-71-00000-524022-00000000-	22552104	WINCH RD DEMO PRJ #STPHV-DEMO-A183 TRCT 44	85022	03/06/2023	280.00
	3080-71-00000-524022-00000000-	22552105	WINCH RD DEMO PRJ #STPHV-DE-8556(601) TRACT 46	85022	03/06/2023	336.50
	3080-71-00000-524022-00000000-	22552106	WINCH RD DEMO PRJ #STPHV-DEMO-A183 TRCT 47	85022	03/06/2023	814.50
	3080-71-00000-524022-00000000-	22552107	WINCH RD DEMO PRJ #STPHV-DEMO-A183 TRCT 49	85022	03/06/2023	505.00
	3080-71-00000-524022-00000000-	22552108	WINCH RD DEMO PRJ #STPHV-DEMO-A183 TRCT 50	85022	03/06/2023	770.00
	3080-71-00000-524022-00000000-	22552109	WINCH RD DEMO PRJ #STPHV-DEMO-A183	85022	03/06/2023	307.50
	3080-71-00000-524022-00000000-	22552110	WINCH RD DEMO PRJ #STPHV-DEMO-A183 TRCT 52	85022	03/06/2023	430.00
	3080-71-00000-524022-00000000-	22552111	WINCH RD IMP PRJ #STPHV-DE-8556(601) TRCT 53	85022	03/06/2023	865.00
	3080-71-00000-524022-00000000-	22552112	WINCH RD DEMO PRJ #STPHV-DE-8556(601) TRCT 55	85022	03/06/2023	100.00
	3080-71-00000-524022-00000000-	22552113	WINCH RD DEMO PRJ #STPHV-DE-8556(601) TRCT 62	85022	03/06/2023	477.50
	3080-71-00000-524022-00000000-	22552114	WINCH RD DEMO PRJ #STPHV-DE-8556(601) TRCT 64	85022	03/06/2023	22.50
	3080-71-00000-524022-00000000-	22552115	WINCH RD DEMO PRJ #STPHV-DE-8556(601) TRCT 69	85022	03/06/2023	520.00
	3080-71-00000-524022-00000000-	22552116	WINCH RD IMP PRJ #STPHV-DEMO-A183 TRCT 75	85022	03/06/2023	430.00
	3080-71-00000-524022-00000000-	22552117	WINCH RD IMP PRJ #STPHV-DE-8556(601) TRCT 76	85022	03/06/2023	445.00
	3080-71-00000-524022-00000000-	22552118	WINCH RD IMP PRJ #STPHV-DEMO-A183 TRCT 33	85022	03/06/2023	726.50
	3080-71-00000-530011-00000000-	22552119	PROJECT NEW WORLD	85022	03/06/2023	1,292.50
	3080-71-00000-530000-00000000-	22552121	CITY CENTRE-SCRUGGS AQUATIC CENTER	85022	03/06/2023	150.00
	3080-71-00000-524003-00000000-	22552122	GRNBR PKWY PH V PRJ #71-18-RD04 TRCT 3A	85022	03/06/2023	50.00
	3080-71-00000-530000-00000000-	22552123	JAGUAR HILLS SUBDIVISION	85022	03/06/2023	220.00
	3080-71-00000-521000-BUDGET01-	22552124	REDSTONE GATEWAY GREENWAY PRJ #71-19-WP03	85022	03/06/2023	67.50
	3080-71-00000-524022-00000000-	22552126	WINCH RD DEMO PRJ #STPHV-DE-8556(601) TRCT 85	85022	03/06/2023	30.00
	3080-71-00000-527001-00000000-	22552127	COMMON ARE & DETENTION FACILITY MAINT AGRMNT	85022	03/06/2023	3,425.00
	3080-71-00000-524000-BUDGET01-	22552128	MONROE RD IMPROVEMENTS PRJ #71-21-RD02	85022	03/06/2023	3,165.00
	3080-71-00000-524037-00000000-	22552129	HORTON FARMS	85022	03/06/2023	175.00
	3080-71-00000-530000-00000000-	22552130	PULASKI PIKE SURPLUS	85022	03/06/2023	1,930.00

		3080-71-00000-530000-00000000-	22552131	FOUNTAIN CIRCLE SURPLUS	85022	03/06/2023	50.00
		3080-71-00000-530000-00000000-	22552132	PROJECT NOVA	85022	03/06/2023	1,025.00
		3080-71-00000-521000-BUDGET01-	22552133	WEATHERLY TRAILHEAD PARKING PRJ #71-21-WP05	85022	03/06/2023	207.50
		3080-71-00000-524000-PR7166XX-	22552134	GREENBRIER ROAD EXCHANGE	85022	03/06/2023	612.50
		3080-71-00000-530000-00000000-	22552135	MERIDIAN STREET AND CLEVELAND LEASE	85022	03/06/2023	925.00
		3080-71-00000-521000-BUDGET01-	22552138	DEPOT EASEMENT	85022	03/06/2023	975.00
		3080-71-00000-524000-BUDGET01-	22552136	TRACT 11-HEATER CONDEMNATION-MONROE	85022	03/06/2023	280.00
		3080-71-00000-524027-00000000-	22552139	MIDCITY-UAH PRJ #71-23-SP08	85022	03/06/2023	2,381.25
		3080-71-00000-530000-00000000-	22552141	TACO MAMA HUNTSVILLE REGRIGERATOR LEASE	85022	03/06/2023	250.00
		3080-71-00000-530000-00000000-	22552142	PRATT AVE LEASE	85022	03/06/2023	400.00
		3080-71-00000-524022-00000000-	22552143	WINCH RD IMP 1894 WINCHESTER RDD TRACT 53B	85022	03/06/2023	425.00
		3080-71-00000-530000-BUDGET01-	22552144	JOE DAVIS STADIUM REDEVELOPMENT	85022	03/06/2023	1,355.00
		Total Paid by Vendor					45,455.00
	Total by Fund 3080						1,025,297.96
3202	REGIONS BANK	3202-00-00000-635000-TO000000-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2014C & 2020ABCD	84708	02/28/2023	36,305.57
		Total Paid by Vendor					36,305.57
	Total by Fund 3202						36,305.57
3205	REGIONS BANK	3205-00-00000-635000-TO000000-	DEBT 3/1/23 2018-C	DEBT SERVICE DUE 3/1/23 - 2018C	84707	02/28/2023	232,969.24
		Total Paid by Vendor					232,969.24
	TRUIST BANK	3205-00-00000-601000-DE2022XX-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2022	84706	02/28/2023	550,000.00
		3205-00-00000-602000-DE2022XX-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2022	84706	02/28/2023	254,245.16
		Total Paid by Vendor					804,245.16
	Total by Fund 3205						1,037,214.40
3207	REGIONS BANK	3207-00-00000-635000-TO000000-	3/1/23 DEBT 2020-E	DEBT SERVICE DUE 3/1/23 - 2020E	84844	03/02/2023	93,971.62
		Total Paid by Vendor					93,971.62
	Total by Fund 3207						93,971.62
3310	ATHENS UTILITIES	3310-71-00000-515550-00000000-	146-02400-00-0223	TRAFFIC LIGHTS BLANKET FOR OCT 2022-SEPT 2023	PCard	03/07/2023	877.02
		3310-71-00000-515550-00000000-	146-43510-00-0223	TRAFFIC LIGHTS BLANKET FOR OCT 2022-SEPT 2023	PCard	03/07/2023	28.44
		3310-71-00000-515550-00000000-	136-16650-00-0223	TRAFFIC LIGHTS BLANKET FOR OCT 2022-SEPT 2023	84857	03/06/2023	65.46
		3310-71-00000-515550-00000000-	136-34530-00-0223	TRAFFIC LIGHTS BLANKET FOR OCT 2022-SEPT 2023	84857	03/06/2023	28.09
		3310-71-00000-515550-00000000-	136-36500-00-0223	TRAFFIC LIGHTS BLANKET FOR OCT 2022-SEPT 2023	84857	03/06/2023	16.80
		3310-71-00000-515550-00000000-	136-16800-00-0223	TRAFFIC LIGHTS BLANKET FOR OCT 2022-SEPT 2023	84857	03/06/2023	65.34
		3310-71-00000-515550-00000000-	136-16900-00-0223	TRAFFIC LIGHTS BLANKET FOR OCT 2022-SEPT 2023	84857	03/06/2023	65.58
		3310-71-00000-515550-00000000-	136-65650-00-0223	TRAFFIC LIGHTS BLANKET FOR OCT 2022-SEPT 2023	84857	03/06/2023	31.80
		3310-71-00000-515550-00000000-	136-56300-00-0223	TRAFFIC LIGHTS BLANKET FOR OCT 2022-SEPT 2023	84857	03/06/2023	13.59
		3310-71-00000-515550-00000000-	146-51155-00-0223	TRAFFIC LIGHTS BLANKET FOR OCT 2022-SEPT 2023	84857	03/06/2023	877.63
		3310-71-00000-515550-00000000-	136-65652-01-0223	TRAFFIC LIGHTS BLANKET FOR OCT 2022-SEPT 2023	84857	03/06/2023	94.97
		3310-71-00000-515550-00000000-	146-51150-00-0223	TRAFFIC LIGHTS BLANKET FOR OCT 2022-SEPT 2023	84857	03/06/2023	7,278.47
		Total Paid by Vendor					9,443.19
	Total by Fund 3310						9,443.19
3430	EXPRESS OIL CHANGE	3430-41-00000-515520-00000000-	00019-372416	STAC VEHICLE REPAIR & MTNC BLANKET PO	84895	03/07/2023	85.99
		Total Paid by Vendor					85.99
	FLEET FUELING	3430-41-00000-515520-00000000-	87435493	STAC MONTHLY FUEL CHARGES-BLANKET PO	84901	03/02/2023	312.49
		Total Paid by Vendor					312.49
	Total by Fund 3430						398.48
3510	REFUND PAYMENTS	3510-43-00000-430105-00000000-	11203897	RESTITUTION TO VICTOM FROM DEASIA KNIGHT ON CASE	84972	03/01/2023	4,000.00
		Total Paid by Vendor					4,000.00
	Total by Fund 3510						4,000.00
3560	REFUND PAYMENTS	3560-51-00000-425106-00000000-	PROPERTY OVERPMT	PROPERTY OVERMPT	84971	03/01/2023	275.00
		3560-51-00000-515106-00000000-	BLOCK 41 LOT 30 SP 1	PROPERTY BUY BACK FOR BLOCK 41 LOT 30 SPACE 1	84976	03/01/2023	2,500.00
		Total Paid by Vendor					2,775.00
	Total by Fund 3560						2,775.00
3700	WILMER & LEE PA	3700-71-00000-515370-00000000-	22552088	CUMMINGS RESEARCH PARK	85022	03/06/2023	2,182.50
		Total Paid by Vendor					2,182.50
	Total by Fund 3700						2,182.50
3900	CELLCO PARTNERSHIP	3900-44-00000-515070-00000000-	9928560653	FY23 BLANKET PO VERIZON SERVICES COH BY ITS	85019	03/07/2023	80.02
		Total Paid by Vendor					80.02
	DUTCH OIL COMPANY INC	3900-44-00000-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	49.25
		3900-44-00000-514010-00000000-	CFN-20836	FUELING TRANS DATED 022123	90000523	03/03/2023	47.42
		3900-44-00000-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	21.26
		3900-44-00000-514010-00000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	21.30
		Total Paid by Vendor					139.23

	HUNTSVILLE UTILITIES	3900-44-00000-515700-00000000-	3110100101140323	SERVICE CHARGES	PCard	03/08/2023	1,023.82
		<b>Total Paid by Vendor</b>					<b>1,023.82</b>
	SAFWARE INC	3900-44-00000-515520-00000000-00161	30060775	SENSORS FOR HUNTSVILLE FIRE AND RESCUE	84982	03/01/2023	216.20
		3900-44-00000-515520-00000000-00161	30060958	SENSORS FOR HUNTSVILLE FIRE AND RESCUE	84982	03/01/2023	406.88
		3900-44-00000-515520-00000000-00161	30060934	GAS FOR HUNTSVILLE FIRE AND RESCUE	84982	03/03/2023	1,164.00
		3900-44-00000-515520-00000000-00161	30060932	GAS FOR HUNTSVILLE FIRE AND RESCUE	84982	03/03/2023	246.00
		<b>Total Paid by Vendor</b>					<b>2,033.08</b>
	SOUTHERN COMMUNICATIONS INC	3900-44-00000-515070-00000000-	REG20230000147452	SERVICE CHARGES	84993	03/03/2023	510.39
		<b>Total Paid by Vendor</b>					<b>510.39</b>
	<b>Total by Fund 3900</b>						<b>3,786.54</b>
3930	JAMES R HALL	3930-91-00000-513030-00000000-	61239	COM TX 022723/61239	84980	03/01/2023	44.40
		3930-91-00000-513030-00000000-	61239	COM TX 022723/61239	84980	03/01/2023	50.00
		<b>Total Paid by Vendor</b>					<b>94.40</b>
	<b>Total by Fund 3930</b>						<b>94.40</b>
4013	MILLER & MILLER INC	4013-14-00000-521016-00000000-	APPL #4 JHP PH 2	CONSTRUCTION SERVICES - JHP KI	84946	03/07/2023	844,702.05
		<b>Total Paid by Vendor</b>					<b>844,702.05</b>
	SCHOEL ENGINEERING COMPANY INC	4013-14-00000-521016-00000000-	527053	ENGINEERING SERVICES- JOHN HUN	84984	03/07/2023	620.00
		<b>Total Paid by Vendor</b>					<b>620.00</b>
	SOUTHERN LIGHTING AND TRAFFIC	4013-14-00000-522018-00000000-	46344	TRAFFIC SIGNAL POLE-FIRE STATION 20	90000547	03/06/2023	17,175.00
		<b>Total Paid by Vendor</b>					<b>17,175.00</b>
	TEMPLE INC	4013-14-00000-522018-00000000-	INV0227069	PED / SIGNAL EQUIP. FOR FIRE STATION 20	85001	03/01/2023	81.00
		<b>Total Paid by Vendor</b>					<b>81.00</b>
	TRANSPORTATION CONTROL SYSTEMS	4013-14-00000-522018-00000000-	19275	OPTICOM / SOLE SOURCE	85008	03/01/2023	16,056.00
		<b>Total Paid by Vendor</b>					<b>16,056.00</b>
	W.M. BOEHME INC	4013-14-00000-522017-PHASE002-	APPL #5 PUB SAFE TRN	ARCHITECTURAL SERVICES - PUBLI	85021	03/01/2023	249,600.75
		<b>Total Paid by Vendor</b>					<b>249,600.75</b>
	<b>Total by Fund 4013</b>						<b>1,128,234.80</b>
4015	OMI INC	4015-14-00000-522010-00000000-	23402	ENGINEERING SERVICES - NEW CIT	84958	03/07/2023	28,318.00
		<b>Total Paid by Vendor</b>					<b>28,318.00</b>
	ONE DIVERSIFIED LLC	4015-14-00000-522010-00000000-	CINV-000019987	NEW CITY HALL - INSTALL (SOLE SOURCE)	84959	03/07/2023	5,418.36
		4015-14-00000-522010-00000000-	PRIN-000028969	NEW CITY HALL - EOC (SOLE SOURCE)	PCard	03/07/2023	264,705.16
		<b>Total Paid by Vendor</b>					<b>270,123.52</b>
	US BANCORP ASSET MANAGEMENT INC	4015-13-00000-515370-00000000-	13546359	12/1/22-12/31/22 HSV PBA 2022 CONST FUND	84835	02/27/2023	4,855.01
		4015-13-00000-515370-00000000-	13606490	1/1/23-1/31/23 HSV PBA 2022 CONST FUND RES 22-250	84835	02/27/2023	4,655.05
		<b>Total Paid by Vendor</b>					<b>9,510.06</b>
	<b>Total by Fund 4015</b>						<b>307,951.58</b>
5000	REGIONS BANK	5000-00-00000-460100-00000000-	DEBT 3/1/23 2018-C	DEBT SERVICE DUE 3/1/23 - 2018C	84707	02/28/2023	(0.01)
		5000-00-00000-601000-DE2018CX-	DEBT 3/1/23 2018-C	DEBT SERVICE DUE 3/1/23 - 2018C	84707	02/28/2023	130,000.00
		5000-00-00000-602000-DE2018CX-	DEBT 3/1/23 2018-C	DEBT SERVICE DUE 3/1/23 - 2018C	84707	02/28/2023	102,969.25
		5000-00-00000-633205-FROM0000-	DEBT 3/1/23 2018-C	DEBT SERVICE DUE 3/1/23 - 2018C	84707	02/28/2023	(232,969.24)
		5000-00-00000-460100-00000000-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2014C & 2020ABCD	84708	02/28/2023	(821.47)
		5000-00-00000-602000-DE2014CX-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2014C & 2020ABCD	84708	02/28/2023	455,875.00
		5000-00-00000-633000-FROM0000-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2014C & 2020ABCD	84708	02/28/2023	(201,017.87)
		5000-00-00000-633010-FROM0000-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2014C & 2020ABCD	84708	02/28/2023	(943,437.60)
		5000-00-00000-633020-FROM0000-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2014C & 2020ABCD	84708	02/28/2023	(145,564.66)
		5000-00-00000-633040-FROM0000-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2014C & 2020ABCD	84708	02/28/2023	(208,643.67)
		5000-00-00000-633202-FROM0000-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2014C & 2020ABCD	84708	02/28/2023	(36,305.57)
		5000-00-00000-602000-DE2020AX-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2014C & 2020ABCD	84708	02/28/2023	364,449.70
		5000-00-00000-602000-DE2020BX-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2014C & 2020ABCD	84708	02/28/2023	252,625.00
		5000-00-00000-602000-DE2020CX-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2014C & 2020ABCD	84708	02/28/2023	227,398.64
		5000-00-00000-602000-DE2020DX-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2014C & 2020ABCD	84708	02/28/2023	235,442.50
		5000-00-00000-633207-FROM0000-	3/1/23 DEBT 2020-E	DEBT SERVICE DUE 3/1/23 - 2020E	84844	03/02/2023	(93,971.62)
		5000-00-00000-601000-DE2020EX-	3/1/23 DEBT 2020-E	DEBT SERVICE DUE 3/1/23 - 2020E	84844	03/02/2023	76,732.44
		5000-00-00000-602000-DE2020EX-	3/1/23 DEBT 2020-E	DEBT SERVICE DUE 3/1/23 - 2020E	84844	03/02/2023	17,239.18
		<b>Total Paid by Vendor</b>					<b>0.00</b>
	<b>Total by Fund 5000</b>						<b>0.00</b>
6000	ADEM SRF OPERATOR CERTIFICATION SECTION	6000-76-76200-515790-00000000-	EXAM FEE J.SWAIM	WASTEWATER EXAM FEE TO ADEM-J. SWAIM 18605	84848	03/03/2023	325.00
		6000-76-76200-515790-00000000-	K. ERVIN 030123	WASTEWATER CERT FEE-K ERVIN, 13096	84847	03/06/2023	125.00
		6000-76-76200-515790-00000000-	CERT FEE C.SLOAN	WASTEWATER CERTIFICATION FEE-C.SLOAN	PCard	03/08/2023	125.00
		<b>Total Paid by Vendor</b>					<b>575.00</b>
	AIR HYDRO POWER INC	6000-76-76110-513030-00000000-	10910761	HOSE REPAIRS (BLANKET)	PCard	03/08/2023	90.16
		6000-76-76200-513040-00000000-	10909992	HOSE REPAIRS (BLANKET)	PCard	03/08/2023	687.60

	<b>Total Paid by Vendor</b>					<b>777.76</b>
ALABAMA CONCRETE INC	6000-76-00000-526000-00000000-	125011	PLANT 1 (BLANKET)	90000483	02/27/2023	528.00
	6000-76-00000-526000-00000000-	124896	PLANT 1 (BLANKET)	90000483	02/27/2023	1,188.00
	6000-76-00000-526000-00000000-	125073	PLANT 1 (BLANKET)	90000513	03/02/2023	792.00
	6000-76-00000-526000-00000000-	124714	PLANT 1 (BLANKET)	PCard	03/08/2023	1,024.00
	<b>Total Paid by Vendor</b>					<b>3,532.00</b>
ALL SHARPE INC	6000-76-76110-513030-00000000-	49922	COM TX 030623/49922	PCard	03/07/2023	120.00
	<b>Total Paid by Vendor</b>					<b>120.00</b>
APPLIED INDUSTRIAL TECHNOLOGIES	6000-76-76200-515340-00000000-	7026366585	SAW BLADES FOR BAND SAW IN MAINT SHOP	84855	03/02/2023	294.28
	6000-76-76200-515340-00000000-	7026416981	MAINTENANCE DIV-AIR COMPRESSOR	84855	03/06/2023	252.99
	6000-76-76110-515610-00000000-	7026438713	FOR MAINTENANCE	PCard	03/07/2023	2,813.09
	<b>Total Paid by Vendor</b>					<b>3,360.36</b>
ATHENS UTILITIES	6000-76-76370-515700-00000000-	146-02460-01-0223	LIFT STATION UTILITIES JAN 2023-MAR 2023(BLANKET)	PCard	03/08/2023	643.79
	6000-76-76370-515700-00000000-	142-69995-01-0223	LIFT STATION UTILITIES JAN 2023-MAR 2023(BLANKET)	PCard	03/08/2023	464.20
	6000-76-76370-515700-00000000-	136-16500-01-0223	LIFT STATION UTILITIES JAN 2023-MAR 2023(BLANKET)	PCard	03/08/2023	2,818.49
	6000-76-76370-515700-00000000-	144-29008-00-0223	LIFT STATION UTILITIES JAN 2023-MAR 2023(BLANKET)	PCard	03/08/2023	111.87
	6000-76-76370-515700-00000000-	108-26005-01-0223	LIFT STATION UTILITIES JAN 2023-MAR 2023(BLANKET)	84857	03/03/2023	44.77
	6000-76-76370-515700-00000000-	116-32200-01-0223	LIFT STATION UTILITIES JAN 2023-MAR 2023(BLANKET)	84857	03/03/2023	260.68
	6000-76-76370-515700-00000000-	108-08250-01-0223	LIFT STATION UTILITIES JAN 2023-MAR 2023(BLANKET)	84857	03/03/2023	2,910.24
	<b>Total Paid by Vendor</b>					<b>7,254.04</b>
	6000-76-76100-515070-00000000-	256 535-6412-0223	FY23 BLANKET PO ATT MAIN CENTREX FOR COH	84720	02/27/2023	63.35
BELLSOUTH TELECOMMUNICATIONS LLC	6000-76-76100-515070-00000000-	256 534-5657-0223	CMOM DATA FLOW LINES BLANKET OCT '22 - SEP '23	84856	03/02/2023	245.99
	<b>Total Paid by Vendor</b>					<b>309.34</b>
C SPIRE BUSINESS	6000-76-00000-526000-00000000-	C014450789	QUOTE AAAQ140221 WPC LICENSE	84869	02/28/2023	7,019.98
	<b>Total Paid by Vendor</b>					<b>7,019.98</b>
CELLCO PARTNERSHIP	6000-76-76100-515070-00000000-	9928560655	FY23 BLANKET PO VERIZON SERVICES COH BY ITS	85019	03/07/2023	6,179.36
	<b>Total Paid by Vendor</b>					<b>6,179.36</b>
CINTAS	6000-76-76100-515670-00000000-	4146364739	WPC UNIFORMS FEBRUARY 2023 (BLANKET)	84734	02/27/2023	58.35
	6000-76-76100-515670-00000000-	4146379242	WPC UNIFORMS FEBRUARY 2023 (BLANKET)	84734	02/27/2023	31.50
	6000-76-76100-515670-00000000-	4146513685	WPC UNIFORMS FEBRUARY 2023 (BLANKET)	84734	02/27/2023	71.27
	6000-76-76100-515670-00000000-	4146671174	WPC UNIFORMS FEBRUARY 2023 (BLANKET)	84734	02/27/2023	73.77
	6000-76-76100-515670-00000000-	4146672381	WPC UNIFORMS FEBRUARY 2023 (BLANKET)	84734	02/27/2023	3,394.18
	6000-76-76100-515670-00000000-	4146797850	WPC UNIFORMS FEBRUARY 2023 (BLANKET)	84734	02/27/2023	42.22
	6000-76-76100-515670-00000000-	4147083301	WPC UNIFORMS FEBRUARY 2023 (BLANKET)	84734	02/27/2023	31.50
	6000-76-76100-515670-00000000-	4147067653	WPC UNIFORMS FEBRUARY 2023 (BLANKET)	84734	02/27/2023	58.35
	6000-76-76100-515670-00000000-	4147218619	WPC UNIFORMS FEBRUARY 2023 (BLANKET)	84734	02/27/2023	71.27
	6000-76-76100-515670-00000000-	4147370572	WPC UNIFORMS FEBRUARY 2023 (BLANKET)	84734	02/27/2023	73.77
	6000-76-76100-515670-00000000-	4147371852	WPC UNIFORMS FEBRUARY 2023 (BLANKET)	84734	02/27/2023	1,611.41
	6000-76-76100-515670-00000000-	4147487316	WPC UNIFORMS FEBRUARY 2023 (BLANKET)	84734	02/27/2023	42.22
	6000-76-76300-515340-00000000-	4146364701	LAUNDRY RENTAL FEBRUARY 2023 (BLANKET)	84734	02/27/2023	15.15
	6000-76-76300-515340-00000000-	4146379097	LAUNDRY RENTAL FEBRUARY 2023 (BLANKET)	84734	02/27/2023	23.46
	6000-76-76300-515340-00000000-	4146513488	LAUNDRY RENTAL FEBRUARY 2023 (BLANKET)	84734	02/27/2023	15.03
	6000-76-76300-515340-00000000-	4146671027	LAUNDRY RENTAL FEBRUARY 2023 (BLANKET)	84734	02/27/2023	79.02
	6000-76-76300-515340-00000000-	4146671126	LAUNDRY RENTAL FEBRUARY 2023 (BLANKET)	84734	02/27/2023	25.25
	6000-76-76300-515340-00000000-	4147067577	LAUNDRY RENTAL FEBRUARY 2023 (BLANKET)	84734	02/27/2023	15.15
	6000-76-76300-515340-00000000-	4147083140	LAUNDRY RENTAL FEBRUARY 2023 (BLANKET)	84734	02/27/2023	23.46
	6000-76-76300-515340-00000000-	4147218598	LAUNDRY RENTAL FEBRUARY 2023 (BLANKET)	84734	02/27/2023	15.03
	6000-76-76300-515340-00000000-	4147370512	LAUNDRY RENTAL FEBRUARY 2023 (BLANKET)	84734	02/27/2023	79.02
	6000-76-76300-515340-00000000-	4147370573	LAUNDRY RENTAL FEBRUARY 2023 (BLANKET)	84734	02/27/2023	25.25
	<b>Total Paid by Vendor</b>					<b>5,875.63</b>
CORE & MAIN LP	6000-00-00000-140100-00000000-	S328557	INVENTORY	84738	02/28/2023	2,310.69
	6000-00-00000-140100-00000000-	S347305	INVENTORY	84738	02/28/2023	22,411.76
	6000-00-00000-140100-00000000-	S268291	INVENTORY	84738	02/28/2023	1,750.00
	6000-76-76300-515340-00000000-	S354203	FOR SEWER CONSTRUCTION	84738	02/28/2023	502.00
	6000-00-00000-140100-00000000-	S399226	INVENTORY	84879	03/02/2023	15,000.00
	6000-00-00000-140100-00000000-	S356592	INVENTORY	84879	03/02/2023	498.52
	6000-00-00000-140100-00000000-	S363285	INVENTORY	84879	03/02/2023	653.36
	6000-00-00000-140100-00000000-	S188982	INVENTORY	84879	03/02/2023	1,520.40
	6000-00-00000-140100-00000000-	S182313	INVENTORY	84879	03/02/2023	923.10
	6000-00-00000-140100-00000000-	S363536	INVENTORY RESTOCK	84879	03/02/2023	265.62
	6000-76-76250-513040-00000000-	S408824	PLIA DIGESTER	PCard	03/08/2023	522.22
	<b>Total Paid by Vendor</b>					<b>46,357.67</b>

COWIN EQUIPMENT CO INC	6000-76-00000-526000-00000000-	RSA022468 28	CHASE WWTP	84881	03/02/2023	3,700.00
	<b>Total Paid by Vendor</b>					<b>3,700.00</b>
DEFENSE PEST SOLUTIONS	6000-76-76100-515370-00000000-	31402	PEST CONTROL BLANKET OCT '22 - SEP '23	84886	03/03/2023	190.00
	<b>Total Paid by Vendor</b>					<b>190.00</b>
DUTCH OIL COMPANY INC	6000-00-00000-140100-00000000-	INV-195255	FOR STATIONARY TANKS/FUELING FACILITY (BLANKET)	90000487	02/27/2023	5,971.80
	6000-76-76110-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	268.52
	6000-76-76110-514010-00000000-	CFN-20836	FUELING TRANS DATED 022123	90000523	03/03/2023	44.88
	6000-76-76110-514010-00000000-	CFN-20836	FUELING TRANS DATED 022123	90000523	03/03/2023	325.56
	6000-76-76110-514010-00000000-	CFN-20855	FUELING TRANS DATED 022223	90000523	03/03/2023	146.37
	6000-76-76110-514010-00000000-	CFN-20921	FUELING TRANS DATED 022623	90000523	03/03/2023	45.33
	6000-76-76110-514010-00000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	153.15
	6000-76-76110-514010-00000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	63.69
	6000-76-76110-514010-00000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	272.89
	6000-76-76110-514010-00000000-	INV-195630	FOR STATIONARY TANKS/FUELING FACILITY (BLANKET)	90000524	03/07/2023	13,567.62
	<b>Total Paid by Vendor</b>					<b>20,859.81</b>
ECO-TECH INC	6000-76-00000-526000-00000000-	230460	PL1 DIGESTER PLUG VALVES (DeZURIK SOLE SOURCE)	84891	02/28/2023	3,261.05
	6000-00-00000-140100-00000000-	230537	INVENTORY (SOLE SOURCE)	PCard	03/08/2023	2,142.74
	<b>Total Paid by Vendor</b>					<b>5,403.79</b>
EDDIE POSEY GARAGE LLC	6000-76-76110-513030-00000000-	35092	R&M EQ #030530 (OVER 25,000 GVWR)	84892	02/28/2023	1,290.45
	6000-76-76110-513030-00000000-	35164	R&M EQ #021249 (OVER 25,000 GVWR)	84892	02/28/2023	1,272.49
	6000-76-76110-513030-00000000-	35178	R&M EQ #030445 (OVER 25,000 GVWR)	84892	03/03/2023	328.50
	6000-76-76110-513030-00000000-	35158	R&M EQ #021796 (OVER 25,000 GVWR)	84892	03/03/2023	2,793.80
	6000-76-76110-513030-00000000-	35186	R&M EQ #021733	84892	03/03/2023	276.36
	<b>Total Paid by Vendor</b>					<b>5,961.60</b>
ENERSOLV CORPORATION	6000-76-76100-515370-00000000-	99 6014 FEB	LAB SAMPLES TESTING (BLANKET)	PCard	03/08/2023	528.32
	<b>Total Paid by Vendor</b>					<b>528.32</b>
GEN-CO INC	6000-76-76250-513040-00000000-	31143	PORTABLE GENERATOR #790053 REPAIR	84907	03/03/2023	3,289.69
	<b>Total Paid by Vendor</b>					<b>3,289.69</b>
GRAYBAR ELECTRIC COMPANY	6000-76-00000-526000-00000000-	9330975103	PL1A DIGESTER	84910	02/28/2023	141.60
	6000-76-76250-513040-00000000-	9330993502	PL1A DIGESTER	84910	02/28/2023	1,194.71
	6000-76-00000-526000-00000000-	9331031823	PL1A DIGESTER	84910	03/02/2023	2,023.07
	6000-76-00000-526000-00000000-	9331031818	PL1A DIGESTER	84910	03/02/2023	1,188.50
	6000-76-00000-526000-00000000-	9330954288	PL1A DIGESTER	84910	03/02/2023	887.76
	6000-76-76370-513040-00000000-	9331072729	GOOSE CREEK PS	84910	03/03/2023	251.79
	6000-76-76200-515340-00000000-	9331072725	LABEL MAKER FOR GRANT BECK'S TRUCK	84910	03/03/2023	198.22
	6000-76-00000-526000-00000000-	9331072728	PS SCADA THERMOMETERS	84910	03/03/2023	2,612.20
	6000-76-00000-526000-00000000-	9331072727	SCADA	84910	03/03/2023	727.20
	<b>Total Paid by Vendor</b>					<b>9,225.05</b>
HOME DEPOT USA INC	6000-00-00000-140100-00000000-	734432347	INVENTORY	PCard	03/08/2023	30.60
	6000-00-00000-140100-00000000-	734432339	INVENTORY	PCard	03/08/2023	125.95
	6000-00-00000-140100-00000000-	734432321	JANITORIAL SUPPLIES FOR INVENTORY	PCard	03/09/2023	4.75
	<b>Total Paid by Vendor</b>					<b>161.30</b>
HON GROUP	6000-76-76110-520400-00000000-	1965260	FURNITURE FOR WPC ADMIN	84917	03/02/2023	7,734.00
	<b>Total Paid by Vendor</b>					<b>7,734.00</b>
HUNTSVILLE FASTENER & SUPPLY INC	6000-76-76200-513040-00000000-	6083498	FOR MAINTENANCE REPAIRS (BLANKET)	90000527	03/02/2023	154.00
	6000-00-00000-140100-00000000-	6087803	INVENTORY	PCard	03/09/2023	1,178.50
	<b>Total Paid by Vendor</b>					<b>1,332.50</b>
HUNTSVILLE FENCE COMPANY	6000-76-00000-526000-00000000-	COH0223	GREENBRIAR PS FENCE	84922	02/28/2023	9,948.00
	<b>Total Paid by Vendor</b>					<b>9,948.00</b>
HUNTSVILLE TRACTOR & EQUIPMENT INC	6000-76-76110-513030-00000000-	RO03668	R&M EQ #050529 (OVER 25,000 GVWR)	90000528	02/28/2023	2,804.11
	6000-76-76110-513030-00000000-	PT26533	MISC HEAVY EQUIPMENT PARTS (BLANKET)	90000528	03/02/2023	546.30
	<b>Total Paid by Vendor</b>					<b>3,350.41</b>
HYDRA SERVICE INC	6000-00-00000-140100-00000000-	166099	INVENTORY	90000490	02/27/2023	4,245.25
	6000-76-76200-513040-00000000-	166109	PUMP REPAIR	90000490	02/27/2023	319.56
	6000-00-00000-140100-00000000-	166319	INVENTORY (GODWIN SOLE SOURCE)	90000530	03/02/2023	235.71
	6000-76-76370-513040-00000000-	166442	FOR VARIOUS LIFT STATIONS	PCard	03/08/2023	1,581.00
	<b>Total Paid by Vendor</b>					<b>6,381.52</b>
INDUSTRIAL CONTRACTOR SUPPLY LLC	6000-76-76200-515340-00000000-	58789	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	PCard	03/08/2023	73.57
	6000-76-76200-515340-00000000-	58807	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	PCard	03/08/2023	230.96
	6000-00-00000-140100-00000000-	58844	SAFETY/CONSTRUCTION MATERIALS (BLANKET)	PCard	03/08/2023	81.12
	<b>Total Paid by Vendor</b>					<b>385.65</b>
INSOURCE SOFTWARE SOLUTIONS	6000-76-00000-526000-00000000-	INV95540	ADD RUNTIME INTOUCH 2017 (SOLE SOURCE)	84927	03/02/2023	23,125.00

	6000-76-76100-515250-00000000-	INV95051	ANNUAL SUPPORT RENEWAL (SOLE SOURCE)	PCard	03/09/2023	18,957.43
	<b>Total Paid by Vendor</b>					<b>42,082.43</b>
IRBY ELECTRICAL DISTRIBUTOR	6000-76-00000-526000-00000000-	S013364519.003	PL1A BLOWER SYSTEM (SOLE SOURCE)	84928	03/02/2023	588.65
	6000-76-00000-526000-00000000-	S013212783.005	VFD CONTROL PANELS (SOLE SOURCE)	84928	03/03/2023	1,537.25
	6000-76-00000-526000-00000000-	S013001496.018	PL5 ALL SCADA PANELS (SOLE SOURCE)	PCard	03/07/2023	2,083.49
	<b>Total Paid by Vendor</b>					<b>4,209.39</b>
ISCO INDUSTRIES INC	6000-00-00000-140100-00000000-	06056199	INVENTORY (SOLE SOURCE)	PCard	03/08/2023	2,641.86
	<b>Total Paid by Vendor</b>					<b>2,641.86</b>
JAMES R HALL	6000-76-76110-513030-00000000-	61256-0223	COM TX 030623/61256	PCard	03/07/2023	50.00
	<b>Total Paid by Vendor</b>					<b>50.00</b>
LIMESTONE COUNTY WATER AND SEWER AUTHORITY	6000-76-76370-515700-00000000-	44769-0223	LIFT STATION UTILITIES (BLANKET)	84936	03/02/2023	26.00
	<b>Total Paid by Vendor</b>					<b>26.00</b>
MADISON COUNTY AUTO PARTS INC	6000-76-76110-513030-00000000-	243577	AUTO PARTS (BLANKET)	84779	02/27/2023	267.20
	6000-76-76110-513030-00000000-	243345	NAPA TRX DATE 021623	84939	02/28/2023	3.16
	6000-76-76110-513030-00000000-	243345	NAPA TRX DATE 021623	84939	02/28/2023	4.30
	6000-76-76110-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	4.88
	6000-76-76110-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	6.32
	6000-76-76110-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	13.64
	6000-76-76110-513030-00000000-	243466	NAPA TRX DATE 022123	84939	02/28/2023	3.16
	6000-76-76110-513030-00000000-	243466	NAPA TRX DATE 022123	84939	02/28/2023	4.30
	6000-76-76110-513030-00000000-	243466	NAPA TRX DATE 022123	84939	02/28/2023	10.69
	6000-76-76110-513030-00000000-	243466	NAPA TRX DATE 022123	84939	02/28/2023	16.18
	6000-76-76110-513030-00000000-	243823	AUTO PARTS (BLANKET)	84939	03/02/2023	892.03
	6000-76-76110-513030-00000000-	243865	AUTO PARTS (BLANKET)	PCard	03/08/2023	202.23
	<b>Total Paid by Vendor</b>					<b>1,428.09</b>
MCGRUFF TIRE CO INC	6000-76-76110-513030-00000000-	4660048881	R&M EQ #050536 (OVER 25K GVWR-NOT ON BID)	90000494	02/27/2023	4,394.80
	6000-76-76110-513030-00000000-	4660048990	R&M EQ #021752	90000494	02/27/2023	657.03
	6000-76-76110-513030-00000000-	4660049000	GOOSENECK TRAILER TIRES (NOT ON BID)	90000494	02/27/2023	1,159.68
	6000-76-76110-513030-00000000-	4660049089	R&M EQ #050373 EMERGENCY	90000536	02/28/2023	139.69
	6000-76-76110-513030-00000000-	4660049243	EMER R&M EQ #030699	90000536	03/01/2023	105.60
	6000-76-76110-513030-00000000-	4660049286	EMER R&M EQ #021793	90000536	03/01/2023	162.34
	6000-76-76110-513030-00000000-	4660049330	R&M EQ #021793	90000536	03/03/2023	325.68
	6000-76-76110-513030-00000000-	4660049353	R&M EQ #030699 (EMERGENCY RPR)	90000536	03/03/2023	51.00
	6000-76-76110-513030-00000000-	4660049385	EMER R&M EQ #040198 (NOT ON BID)	90000536	03/03/2023	285.40
	6000-76-76110-513030-00000000-	4660049386	EMER R &M EQ #050414 (NOT ON BID)	90000536	03/03/2023	591.85
	<b>Total Paid by Vendor</b>					<b>7,873.07</b>
NORTHERN ALABAMA TRENCHERS INC	6000-76-76110-513030-00000000-	W05159	DITCH WITCH REPAIR (OVER 25K GVWR)	84790	02/27/2023	1,074.00
	<b>Total Paid by Vendor</b>					<b>1,074.00</b>
OCR WATER & FIRE PROTECTION AUTHORITY	6000-76-76370-515700-00000000-	010-03293-01-022823	UTILITIES BLANKET (OCT '22 - SEP '23)	PCard	03/08/2023	18.08
	6000-76-76370-515700-00000000-	017-02010-01-022823	UTILITIES BLANKET (OCT '22 - SEP '23)	PCard	03/08/2023	18.08
	<b>Total Paid by Vendor</b>					<b>36.16</b>
OSBORN CONCRETE CUTTING	6000-76-76200-513040-00000000-	19174	FOR WWTP (BLANKET)	90000498	02/28/2023	540.00
	6000-76-76200-513040-00000000-	19184	FOR WWTP (BLANKET)	90000498	02/28/2023	950.00
	6000-76-76300-516030-00000000-	19185	POINT REPAIR (BLANKET)	90000498	02/28/2023	350.00
	6000-76-76200-513040-00000000-	19188	FOR WWTP (BLANKET)	90000539	03/02/2023	700.00
	6000-76-76300-516030-00000000-	19192	POINT REPAIR (BLANKET)	90000539	03/02/2023	525.00
	6000-76-76200-513040-00000000-	19195	FOR WWTP (BLANKET)	90000539	03/02/2023	1,440.00
	6000-76-76300-516030-00000000-	19164	POINT REPAIR (BLANKET)	90000539	03/03/2023	700.00
	<b>Total Paid by Vendor</b>					<b>5,205.00</b>
PARK SUPPLY COMPANY INC	6000-76-76300-515340-00000000-	S2207145.001	NON BID PLUMBING SUPPLIES (BLANKET)	84793	02/28/2023	405.24
	<b>Total Paid by Vendor</b>					<b>405.24</b>
PARKER SUPPLY CHAIN INC	6000-76-76110-513030-00000000-	AL16312	FOR CONSTRUCTION TRAILERS	84963	03/02/2023	102.40
	<b>Total Paid by Vendor</b>					<b>102.40</b>
PINE BLUFF MATERIALS CO LLC	6000-76-76200-515340-00000000-	205076	FOR WWTP DRYING BEDS (BLANKET)	PCard	03/08/2023	858.20
	6000-76-76200-515340-00000000-	205077	FOR WWTP DRYING BEDS (BLANKET)	PCard	03/08/2023	4,728.80
	<b>Total Paid by Vendor</b>					<b>5,587.00</b>
PRO ELECTRIC INC	6000-76-00000-526000-00000000-	W4382-3	ROME RD	90000501	02/27/2023	985.00
	6000-76-00000-526000-00000000-	W43282	SPRING BRANCH WWTP DIGESTER FACILITY	90000501	02/27/2023	12,860.00
	6000-76-00000-526000-00000000-	W43282-2	CHASE FACILITY	90000501	02/27/2023	1,440.00
	6000-76-00000-526000-00000000-	W43294-2	CHASE FACILITY	90000501	02/27/2023	2,880.00
	6000-76-00000-526000-00000000-	W43294-1	SPRING BRANCH WWTP DIGESTER FACILITY	90000541	03/02/2023	15,355.00
	<b>Total Paid by Vendor</b>					<b>33,520.00</b>



PRO-AIR SERVICES INC	6000-76-76250-513010-00000000-	100457	PL1 HVAC SERVICE	84966	03/01/2023	2,512.83
	6000-76-76250-513010-00000000-	100458	PL1 HVAC SERVICE	84966	03/01/2023	730.01
	<b>Total Paid by Vendor</b>					<b>3,242.84</b>
REGIONS BANK	6000-00-00000-602000-DE2020AX-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2014C & 2020ABCD	84708	02/28/2023	109,387.80
	6000-00-00000-602000-DE2020CX-	DEBT 3/1/23	DEBT SERVICE DUE 3/1/23 - 2014C & 2020ABCD	84708	02/28/2023	61,598.88
	<b>Total Paid by Vendor</b>					<b>170,986.68</b>
RELIABILITY POINT LLC	6000-76-76300-515340-00000000-	17510	TVI CAMERA PARTS(SOLE SOURCE)	84809	02/28/2023	1,828.72
	<b>Total Paid by Vendor</b>					<b>1,828.72</b>
REPUBLIC SERVICES INC	6000-76-76200-515730-00000000-	0979-001017670	REFUSE CONTAINERS OCT 2022-MARCH 2023(BLANKET)	PCard	03/08/2023	1,863.47
	<b>Total Paid by Vendor</b>					<b>1,863.47</b>
RUBBER AND GASKET COMPANY OF AMERICA INC (RGA)	6000-76-76200-513040-00000000-	K99771-001	HOSE REPAIRS (BLANKET)	84814	02/28/2023	206.32
	<b>Total Paid by Vendor</b>					<b>206.32</b>
SCOTT LIGHTING SUPPLY CO	6000-76-76250-513010-00000000-	125284	PLA1 DIGESTER LIGHTS	90000542	03/01/2023	220.08
	<b>Total Paid by Vendor</b>					<b>220.08</b>
SOLID WASTE DISPOSAL AUTHORITY	6000-76-76200-515730-00000000-	T1005612	SOLID WASTE DISPOSAL BLANKET OCT '22 - SEP '23	90000544	03/02/2023	8,122.03
	<b>Total Paid by Vendor</b>					<b>8,122.03</b>
STAPLES INC	6000-76-76100-515340-00000000-	3531621487	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	90000505	02/28/2023	351.25
	6000-76-76110-515340-00000000-	3530457742	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	90000548	03/01/2023	38.54
	6000-76-76110-515340-00000000-	3531621500	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	90000548	03/01/2023	227.80
	6000-76-76110-515340-00000000-	3532413032	KERRI BEVILACQUA/1800 VERMONT RD/2568833722	90000548	03/06/2023	438.24
	<b>Total Paid by Vendor</b>					<b>1,055.83</b>
STRICKLAND COMPANIES	6000-76-76110-515340-00000000-	HU934109-00	FOR WPC ADMIN	85000	03/01/2023	222.35
	<b>Total Paid by Vendor</b>					<b>222.35</b>
SUNBELT RENTALS INC	6000-76-00000-526000-00000000-	134469132-0003	SPRING BRANCH PRE-AIR	PCard	03/08/2023	1,610.00
	6000-76-00000-526000-00000000-	134469132-0002	SPRING BRANCH PRE-AIR	PCard	03/08/2023	1,610.00
	6000-76-00000-526000-00000000-	134469132-0001	SPRING BRANCH PRE-AIR	PCard	03/08/2023	1,240.40
	<b>Total Paid by Vendor</b>					<b>4,460.40</b>
UNIVAR USA	6000-76-76110-515060-00000000-	50970787	CHASE WWTP	PCard	03/09/2023	1,660.56
	<b>Total Paid by Vendor</b>					<b>1,660.56</b>
USA BLUEBOOK	6000-76-76300-515340-00000000-	273834	FOR SEWER CONSTRUCTION	85017	03/02/2023	1,389.40
	6000-76-76300-515340-00000000-	277027	FOR SEWER CONSTRUCTION	PCard	03/08/2023	72.22
	6000-76-76200-515340-00000000-	278874	FOR PLANTS	PCard	03/08/2023	433.78
	6000-76-76200-515340-00000000-	280517	FOR PLANTS	PCard	03/08/2023	495.29
	<b>Total Paid by Vendor</b>					<b>2,390.69</b>
VULCAN MATERIALS CO	6000-76-00000-526000-00000000-	51300307	ROME RD PS PROJECT	90000509	02/27/2023	3,284.09
	6000-76-00000-526000-00000000-	51300312	ROME RD PS PROJECT	90000509	02/27/2023	151.04
	6000-76-00000-526000-00000000-	51300314	ROME RD PS PROJECT	90000509	02/27/2023	331.24
	6000-76-76300-516030-00000000-	51304183	POINT REPAIR (BLANKET)	90000509	02/27/2023	777.06
	6000-76-76300-516030-00000000-	51304184	POINT REPAIR (BLANKET)	90000509	02/27/2023	915.48
	6000-76-76300-516030-00000000-	51304185	POINT REPAIR (BLANKET)	90000509	02/27/2023	883.26
	6000-76-76300-516030-00000000-	51304186	POINT REPAIR (BLANKET)	90000509	02/27/2023	327.60
	6000-76-00000-526000-00000000-	51304187	ROME RD PS PROJECT	90000509	02/27/2023	1,315.34
	6000-76-76300-516030-00000000-	51304188	POINT REPAIR (BLANKET)	90000509	02/27/2023	458.64
	6000-76-76300-516030-00000000-	51304189	POINT REPAIR (BLANKET)	90000509	02/27/2023	865.80
	6000-76-76300-516030-00000000-	51304190	POINT REPAIR (BLANKET)	90000509	02/27/2023	412.80
	6000-76-76300-516030-00000000-	51307972	POINT REPAIR (BLANKET)	90000552	03/02/2023	1,765.56
	6000-76-76300-516030-00000000-	51307973	POINT REPAIR (BLANKET)	90000552	03/02/2023	1,338.22
	6000-76-76300-516030-00000000-	51307974	POINT REPAIR (BLANKET)	90000552	03/02/2023	327.08
	6000-76-76300-516030-00000000-	51307975	POINT REPAIR (BLANKET)	90000552	03/02/2023	379.36
	6000-76-76300-516030-00000000-	51307976	POINT REPAIR (BLANKET)	90000552	03/02/2023	374.40
	6000-76-00000-526000-00000000-	51310625	BOEING GRAVITY LINE (BLANKET)	90000552	03/03/2023	405.72
	6000-76-76300-516030-00000000-	51310626	POINT REPAIR (BLANKET)	90000552	03/03/2023	779.46
	<b>Total Paid by Vendor</b>					<b>15,092.15</b>
WHITE CAP LP	6000-76-76110-515610-00000000-	50021089458	MAINTENANCE TOOLS	85020	03/01/2023	40.59
	6000-76-76110-515610-00000000-	50021117808	MAINTENANCE TOOLS	85020	03/01/2023	1,203.00
	6000-76-76110-515610-00000000-	50021115441	SEWER CONSTRUCTION	85020	03/02/2023	765.00
	6000-76-76110-515610-00000000-	50021158040	SEWER CONSTRUCTION	85020	03/02/2023	214.65
	6000-76-76300-515340-00000000-	50021187388	FOR SEWER CONSTRUCTION TRUCKS	PCard	03/08/2023	4,455.00
	6000-76-76110-515610-00000000-	50021214658	SEWER CONSTRUCTION	PCard	03/08/2023	21.60
	6000-76-76300-515340-00000000-	50021221152	FOR SEWER CONSTRUCTION	PCard	03/08/2023	54.27
	<b>Total Paid by Vendor</b>					<b>6,754.11</b>
<b>Total by Fund 6000</b>						<b>482,159.65</b>

6010	UNITED RENTALS NORTH AMERICA INC	6010-76-00000-526000-00000000-	214857876-002	WALL TRIANA	85014	03/02/2023	2,922.00
		<b>Total Paid by Vendor</b>					<b>2,922.00</b>
	<b>Total by Fund 6010</b>						<b>2,922.00</b>
6020	ALL PHASE ELECTRIC SUPPLY	6020-76-00000-526000-00000000-	3278-1037525	565 PUMP STATION (3 QUOTES)	84851	03/02/2023	9,591.66
		<b>Total Paid by Vendor</b>					<b>9,591.66</b>
	GARVER LLC	6020-76-00000-526000-00000000-	22W10220-5	2022 PROCESS IMPROVEMENTS ON-CALL ENG SVCS	84751	02/27/2023	28,262.00
		<b>Total Paid by Vendor</b>					<b>28,262.00</b>
	HYDRA SERVICE INC	6020-76-00000-526000-00000000-	166087	AUTUMN BRANCH PS REPAIR (SOLE SOURCE)	90000490	02/27/2023	9,892.17
		6020-76-00000-526000-00000000-	166094	WALL TRIANA PS (SOLE SOURCE)	90000490	02/27/2023	6,145.89
		6020-76-00000-526000-00000000-	166432	PLANT 1 (SULZER SOLE SOURCE)	PCard	03/08/2023	12,218.08
		<b>Total Paid by Vendor</b>					<b>28,256.14</b>
	<b>Total by Fund 6020</b>						<b>66,109.80</b>
6030	CORE & MAIN LP	6030-71-00000-526000-00000000-	S284624	MLK/PULASKI PIKE	84738	02/28/2023	16,866.96
		6030-71-00000-526000-00000000-	S288819	GREENBRIER	84738	02/28/2023	6,856.78
		6030-71-00000-526000-00000000-	S350060	PULASKI PIKE SS EXT	84738	02/28/2023	26,143.00
		6030-71-00000-526000-00000000-	S366257	PROVIDENCE/INDIAN CREEK	84879	03/02/2023	4,569.40
		<b>Total Paid by Vendor</b>					<b>54,436.14</b>
	COWIN EQUIPMENT CO INC	6030-71-00000-526000-00000000-	RSA028796 4	OLD 431/BERKLEY SS (BLANKET)	84740	02/27/2023	3,995.00
		6030-71-00000-526000-00000000-	RSA028688 5	OLD 431/BERKLEY SS	84881	03/02/2023	9,500.00
		6030-71-00000-526000-00000000-	RSA028269 7	OLD 431/BERKLEY SS (BLANKET)	84881	03/02/2023	12,027.50
		6030-71-00000-526000-00000000-	RSA025136 21	BOEING SANITARY SEWER (BLANKET)	84881	03/02/2023	4,140.00
		6030-71-00000-526000-00000000-	RSA029570 3	OLD 431/BERKLEY SS (BLANKET)	PCard	03/08/2023	1,190.00
		6030-71-00000-526000-00000000-	RSA029570 1	OLD 431/BERKLEY SS (BLANKET)	PCard	03/08/2023	1,190.00
		6030-71-00000-526000-00000000-	RSA029570 2	OLD 431/BERKLEY SS (BLANKET)	PCard	03/08/2023	1,190.00
		6030-71-00000-526000-00000000-	RSA025957 19	BOEING SANITARY SEWER (BLANKET)	PCard	03/08/2023	8,900.00
		6030-71-00000-526000-00000000-	RSA022486 30	BOEING SANITARY SEWER (BLANKET)	PCard	03/08/2023	15,225.00
		6030-71-00000-526000-00000000-	RSA021962 33	OLD 431/BERKLEY SS (BLANKET)	PCard	03/08/2023	4,450.00
		<b>Total Paid by Vendor</b>					<b>61,807.50</b>
	GRAYBAR ELECTRIC COMPANY	6030-71-00000-526000-00000000-	9331031813	OLD HWY 431 LS	84910	03/02/2023	4,140.85
		<b>Total Paid by Vendor</b>					<b>4,140.85</b>
	HYDRA SERVICE INC	6030-71-00000-526000-00000000-	166230	BOEING PROJECT (SOLE SOURCE)(BLANKET)	90000490	02/27/2023	3,228.00
		<b>Total Paid by Vendor</b>					<b>3,228.00</b>
	LAMBERT CONTRACTING LLC	6030-00-00000-220400-00000000-	2022-18 R#8	22280P-PROVIDENCE/INDIAN CREEK SS EXT-FINAL RET	84773	02/27/2023	811.88
		<b>Total Paid by Vendor</b>					<b>811.88</b>
	MR ROOTER PLUMBING	6030-71-00000-526000-00000000-	448661	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,125.00
		6030-71-00000-526000-00000000-	448667	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,000.00
		6030-71-00000-526000-00000000-	448669	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,250.00
		6030-71-00000-526000-00000000-	448689	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,500.00
		6030-71-00000-526000-00000000-	448711	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,000.00
		6030-71-00000-526000-00000000-	448720	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,250.00
		6030-71-00000-526000-00000000-	448736	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,125.00
		6030-71-00000-526000-00000000-	448741	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,250.00
		6030-71-00000-526000-00000000-	448766	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,000.00
		6030-71-00000-526000-00000000-	448779	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,125.00
		6030-71-00000-526000-00000000-	448796	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,250.00
		6030-71-00000-526000-00000000-	448798	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,250.00
		6030-71-00000-526000-00000000-	448823	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,125.00
		6030-71-00000-526000-00000000-	448837	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,125.00
		6030-71-00000-526000-00000000-	448847	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,125.00
		6030-71-00000-526000-00000000-	448852	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,000.00
		6030-71-00000-526000-00000000-	448899	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,000.00
		6030-71-00000-526000-00000000-	448914	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	812.50
		6030-71-00000-526000-00000000-	448941	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	937.50
		6030-71-00000-526000-00000000-	448949	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,250.00
		6030-71-00000-526000-00000000-	448952	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,000.00
		6030-71-00000-526000-00000000-	448957	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,000.00
		6030-71-00000-526000-00000000-	448980	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,250.00
		6030-71-00000-526000-00000000-	448987	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,000.00
		6030-71-00000-526000-00000000-	448990	PUMPING-AMAZON (BLANKET)	84786	02/28/2023	1,000.00
		<b>Total Paid by Vendor</b>					<b>27,750.00</b>
	REV CONSTRUCTION INC	6030-71-00000-526000-00000000-	S90HSV 1	GREENBRIER SANITARY SEWER GRAVITY EXT	84979	03/01/2023	248,492.67
		<b>Total Paid by Vendor</b>					<b>248,492.67</b>

	SUNBELT RENTALS INC	6030-71-00000-526000-00000000-	103805256-0034	BOEING GRAVITY (BLANKET)	PCard	03/08/2023	917.70
	<b>Total Paid by Vendor</b>						<b>917.70</b>
	UNITED RENTALS NORTH AMERICA INC	6030-71-00000-526000-00000000-	183280530-036	VARIOUS ENGINEERING PROJECTS (BLANKET)	85014	03/01/2023	1,654.38
		6030-71-00000-526000-00000000-	186091810-034	VARIOUS ENGINEERING PROJECTS (BLANKET)	85014	03/01/2023	1,654.38
	<b>Total Paid by Vendor</b>						<b>3,308.76</b>
	VULCAN MATERIALS CO	6030-71-00000-526000-00000000-	51310624	OLD 431/BERKLEY SS	90000552	03/03/2023	905.58
	<b>Total Paid by Vendor</b>						<b>905.58</b>
	WILMER & LEE PA	6030-71-00000-526000-00000000-	22552178	VARIOUS PROJECTS-LEGAL SERVICES (BLANKET)	85022	03/03/2023	2,627.50
	<b>Total Paid by Vendor</b>						<b>2,627.50</b>
	<b>Total by Fund 6030</b>						<b>408,426.58</b>
6040	WILMER & LEE PA	6040-71-00000-526000-00000000-	22552120	CITY OF ATHENS ANNEXATION	85022	03/06/2023	3,198.38
		6040-71-00000-526000-00000000-	22552140	PROMENADE POINT ROW	85022	03/06/2023	505.00
	<b>Total Paid by Vendor</b>						<b>3,703.38</b>
	<b>Total by Fund 6040</b>						<b>3,703.38</b>
6050	CORE & MAIN LP	6050-76-00000-526000-00000000-	S428957	WESTERN AREA WWTP	84879	03/02/2023	74,239.68
		6050-76-00000-526000-00000000-	R008082	WESTERN AREA WWTP	84879	03/02/2023	24,441.20
		6050-76-00000-526000-00000000-	S339204	WESTERN AREA WWTP	84879	03/02/2023	5,400.00
	<b>Total Paid by Vendor</b>						<b>104,080.88</b>
	ECO-TECH INC	6050-76-00000-526000-00000000-	230513	WESTERN AREA WWTP (SOLE SOURCE)	84891	03/03/2023	28,140.00
	<b>Total Paid by Vendor</b>						<b>28,140.00</b>
	GARVER LLC	6050-76-00000-526000-00000000-	18058130-5	WESTERN WWTP EXPANSION ENG CONSTR ADMIN SVCS	84751	02/27/2023	41,836.50
	<b>Total Paid by Vendor</b>						<b>41,836.50</b>
	MARK JOHNSON CONSTRUCTION LLC	6050-76-00000-526000-00000000-	APPL #6 W AREA WWTP	PROVIDENCE/INDIAN CREEK SS EXTENSION	84780	02/27/2023	2,260,963.40
	<b>Total Paid by Vendor</b>						<b>2,260,963.40</b>
	<b>Total by Fund 6050</b>						<b>2,435,020.78</b>
6200	COWIN EQUIPMENT CO INC	6200-55-55200-513030-00000000-	SWO059301-1	COM TX 022423/SWO059301-1	84740	02/27/2023	217.00
		6200-55-55200-513030-00000000-	SWO059301-1	COM TX 022423/SWO059301-1	84740	02/27/2023	598.50
	<b>Total Paid by Vendor</b>						<b>815.50</b>
	DUTCH OIL COMPANY INC	6200-55-55200-514010-00000000-	CFN-20820	FUELING TRANS DATED 022023	90000523	03/03/2023	3,573.96
		6200-55-55200-514010-00000000-	CFN-20836	FUELING TRANS DATED 022123	90000523	03/03/2023	3,571.32
		6200-55-55200-514010-00000000-	CFN-20855	FUELING TRANS DATED 022223	90000523	03/03/2023	4,140.32
		6200-55-55200-514010-00000000-	CFN-20873	FUELING TRANS DATED 022323	90000523	03/03/2023	2,924.40
		6200-55-55200-514010-00000000-	CFN-20925	FUELING TRANS DATED 022723	90000523	03/03/2023	3,701.23
		6200-55-55200-514010-00000000-	CFN-20941	FUELING TRANS DATED 022823	90000523	03/03/2023	3,629.51
		6200-55-55200-514010-00000000-	CFN-21370	FUELING TRANS DATED 030123	90000523	03/03/2023	4,887.91
	<b>Total Paid by Vendor</b>						<b>26,428.65</b>
	ETOWAH CHEMICAL SALES	6200-55-55200-515340-00000000-	620265	APACHE SOAP FOR TRUCK WASH	84747	02/27/2023	590.00
	<b>Total Paid by Vendor</b>						<b>590.00</b>
	FITZGERALD PETERBILT III LLC	6200-55-55200-513030-00000000-	134295H	COM TX 030623/134295H	PCard	03/07/2023	25.90
		6200-55-55200-513030-00000000-	134295H	COM TX 030623/134295H	PCard	03/07/2023	445.00
	<b>Total Paid by Vendor</b>						<b>470.90</b>
	FREIGHTLINER OF ARIZONA LLC	6200-55-55200-513030-00000000-	RA380007140:01	COM TX 022823/RA380007140:01	85018	03/01/2023	200.00
		6200-55-55200-513030-00000000-	RA380007140:01	COM TX 022823/RA380007140:01	85018	03/01/2023	242.28
		6200-55-55200-513030-00000000-	RA380007140:01	COM TX 022823/RA380007140:01	85018	03/01/2023	2,019.00
		6200-55-55200-513030-00000000-	RA380007140:01	COM TX 022823/RA380007140:01	85018	03/01/2023	5,287.28
		6200-55-55200-513030-00000000-	RA380007172:01	COM TX 022823/RA380007172:01	85018	03/01/2023	60.00
		6200-55-55200-513030-00000000-	RA380007172:01	COM TX 022823/RA380007172:01	85018	03/01/2023	117.94
		6200-55-55200-513030-00000000-	RA380007172:01	COM TX 022823/RA380007172:01	85018	03/01/2023	352.49
		6200-55-55200-513030-00000000-	RA380007172:01	COM TX 022823/RA380007172:01	85018	03/01/2023	982.80
		6200-55-55200-513030-00000000-	RA380007194:01	COM TX 022823/RA380007194:01	85018	03/01/2023	35.00
		6200-55-55200-513030-00000000-	RA380007194:01	COM TX 022823/RA380007194:01	85018	03/01/2023	38.59
		6200-55-55200-513030-00000000-	RA380007194:01	COM TX 022823/RA380007194:01	85018	03/01/2023	114.66
		6200-55-55200-513030-00000000-	RA380007194:01	COM TX 022823/RA380007194:01	85018	03/01/2023	955.50
		6200-55-55200-513030-00000000-	RA380007231:01	COM TX 022823/RA380007231:01	85018	03/01/2023	36.00
		6200-55-55200-513030-00000000-	RA380007231:01	COM TX 022823/RA380007231:01	85018	03/01/2023	300.00
		6200-55-55200-513030-00000000-	RA380007312:01	COM TX 022823/RA380007312:01	85018	03/01/2023	33.85
		6200-55-55200-513030-00000000-	RA380007312:01	COM TX 022823/RA380007312:01	85018	03/01/2023	282.10
		6200-55-55200-513030-00000000-	RA380007374:1	COM TX 022823/RA380007374:01	85018	03/01/2023	43.68
		6200-55-55200-513030-00000000-	RA380007374:1	COM TX 022823/RA380007374:01	85018	03/01/2023	364.00
		6200-55-55200-513030-00000000-	RA380007374:1	COM TX 022823/RA380007374:01	85018	03/01/2023	399.99
		6200-55-55200-513030-00000000-	RA380007140:02	COM TX 030123/RA380007140:02	85018	03/02/2023	275.00
		6200-55-55200-513030-00000000-	RA380007140:02	COM TX 030123/RA380007140:02	85018	03/02/2023	350.00

	6200-55-55200-513030-00000000-	RA380007140:02	COM TX 030123/RA380007140:02	85018	03/02/2023	3,157.37
	6200-55-55200-513030-00000000-	RA380007140:02	COM TX 030123/RA380007140:02	85018	03/02/2023	5,733.00
	<b>Total Paid by Vendor</b>					<b>21,380.53</b>
INGRAM EQUIPMENT CO LLC	6200-55-55200-513030-00000000-	W00087	COM TX 022423/W00087	84768	02/27/2023	715.88
	6200-55-55200-513030-00000000-	W00087	COM TX 022423/W00087	84768	02/27/2023	6,225.12
	<b>Total Paid by Vendor</b>					<b>6,941.00</b>
JAMES R HALL	6200-55-55200-513030-00000000-	61245	COM TX 022723/61245	84980	03/01/2023	29.40
	6200-55-55200-513030-00000000-	61245	COM TX 022723/61245	84980	03/01/2023	250.00
	<b>Total Paid by Vendor</b>					<b>279.40</b>
KELLYS TIRE SERVICE	6200-55-55200-513030-00000000-	239288	COM TX 022723/239288	90000532	03/01/2023	95.00
	6200-55-55200-513030-00000000-	239290	COM TX 022723/239290	90000532	03/01/2023	95.00
	6200-55-55200-513030-00000000-	239315	COM TX 022723/239315	90000532	03/01/2023	120.00
	6200-55-55200-513030-00000000-	239316	COM TX 022723/239316	90000532	03/01/2023	30.00
	6200-55-55200-513030-00000000-	239321	COM TX 022723/239321	90000532	03/01/2023	120.00
	6200-55-55200-513030-00000000-	239322	COM TX 022723/239322	90000532	03/01/2023	30.00
	6200-55-55200-513030-00000000-	239334	COM TX 022723/239334	90000532	03/01/2023	90.00
	6200-55-55200-513030-00000000-	239470	COM TX 022723/239470	90000532	03/01/2023	95.00
	6200-55-55200-513030-00000000-	239471	COM TX 022723/239471	90000532	03/01/2023	70.00
	6200-55-55200-513030-00000000-	239540	COM TX 022723/239540	90000532	03/01/2023	30.00
	6200-55-55200-513030-00000000-	239540	COM TX 022723/239540	90000532	03/01/2023	95.00
	6200-55-55200-513030-00000000-	239541	COM TX 022723/239541	90000532	03/01/2023	95.00
	6200-55-55200-513030-00000000-	239542	COM TX 022723/239542	90000532	03/01/2023	35.00
	6200-55-55200-513030-00000000-	239549	COM TX 022723/239549	90000532	03/01/2023	150.00
	6200-55-55200-513030-00000000-	239550	COM TX 022723/239550	90000532	03/01/2023	240.00
	6200-55-55200-513030-00000000-	239551	COM TX 022723/239551	90000532	03/01/2023	150.00
	6200-55-55200-513030-00000000-	239552	COM TX 022723/239552	90000532	03/01/2023	95.00
	6200-55-55200-513030-00000000-	239553	COM TX 022723/239553	90000532	03/01/2023	60.00
	6200-55-55200-513030-00000000-	239553	COM TX 022723/239553	90000532	03/01/2023	70.00
	6200-55-55200-513030-00000000-	239554	COM TX 022723/239554	90000532	03/01/2023	30.00
	6200-55-55200-513030-00000000-	239555	COM TX 022723/239555	90000532	03/01/2023	120.00
	6200-55-55200-513030-00000000-	239556	COM TX 022723/239556	90000532	03/01/2023	60.00
	6200-55-55200-513030-00000000-	239557	COM TX 022723/239557	90000532	03/01/2023	35.00
	6200-55-55200-513030-00000000-	239557	COM TX 022723/239557	90000532	03/01/2023	60.00
	6200-55-55200-513030-00000000-	239558	COM TX 022723/239558	90000532	03/01/2023	60.00
	6200-55-55200-513030-00000000-	239559	COM TX 022723/239559	90000532	03/01/2023	60.00
	6200-55-55200-513030-00000000-	239560	COM TX 022723/239560	90000532	03/01/2023	120.00
	6200-55-55200-513030-00000000-	239569	COM TX 022723/239569	90000532	03/01/2023	90.00
	6200-55-55200-513030-00000000-	239568	COM TX 022723/239568	90000532	03/01/2023	95.00
	6200-55-55200-513030-00000000-	239797	COM TX 030623/239797	PCard	03/07/2023	3.00
	6200-55-55200-513030-00000000-	239797	COM TX 030623/239797	PCard	03/07/2023	85.00
	6200-55-55200-513030-00000000-	239797	COM TX 030623/239797	PCard	03/07/2023	140.75
	6200-55-55200-513030-00000000-	239798	COM TX 030623/239798	PCard	03/07/2023	120.00
	6200-55-55200-513030-00000000-	239799	COM TX 030623/239799	PCard	03/07/2023	90.00
	6200-55-55200-513030-00000000-	239800	COM TX 030623/239800	PCard	03/07/2023	90.00
	6200-55-55200-513030-00000000-	239801	COM TX 030623/239801	PCard	03/07/2023	90.00
	6200-55-55200-513030-00000000-	239802	COM TX 030623/239802	PCard	03/07/2023	90.00
	6200-55-55200-513030-00000000-	239804	COM TX 030623/239804	PCard	03/07/2023	95.00
	6200-55-55200-513030-00000000-	239805	COM TX 030623/239805	PCard	03/07/2023	30.00
	6200-55-55200-513030-00000000-	239824	COM TX 030623/239824	PCard	03/07/2023	120.00
	6200-55-55200-513030-00000000-	239825	COM TX 030623/239825	PCard	03/07/2023	60.00
	6200-55-55200-513030-00000000-	239826	COM TX 030623/239826	PCard	03/07/2023	120.00
	6200-55-55200-513030-00000000-	239827	COM TX 030623/239827	PCard	03/07/2023	90.00
	6200-55-55200-513030-00000000-	239828	COM TX 030623/239828	PCard	03/07/2023	60.00
	6200-55-55200-513030-00000000-	239829	COM TX 030623/239829	PCard	03/07/2023	95.00
	6200-55-55200-513030-00000000-	239829	COM TX 030623/239829	PCard	03/07/2023	120.00
	6200-55-55200-513030-00000000-	239830	COM TX 030623/239830	PCard	03/07/2023	60.00
	6200-55-55200-513030-00000000-	239831	COM TX 030623/239831	PCard	03/07/2023	35.00
	6200-55-55200-513030-00000000-	239832	COM TX 030623/239832	PCard	03/07/2023	60.00
	6200-55-55200-513030-00000000-	239833	COM TX 030623/239833	PCard	03/07/2023	35.00
	6200-55-55200-513030-00000000-	239835	COM TX 030623/239835	PCard	03/07/2023	70.00
	6200-55-55200-513030-00000000-	239836	COM TX 030623/239836	PCard	03/07/2023	35.00
	6200-55-55200-513030-00000000-	239837	COM TX 030623/239837	PCard	03/07/2023	60.00

	6200-55-55200-513030-00000000-	239838	COM TX 030623/239838	PCard	03/07/2023	60.00
	<b>Total Paid by Vendor</b>					<b>4,408.75</b>
MADISON COUNTY AUTO PARTS INC	6200-55-55200-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	3.16
	6200-55-55200-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	13.03
	6200-55-55200-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	21.72
	6200-55-55200-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	26.06
	6200-55-55200-513030-00000000-	243295	NAPA TRX DATE 021523	84939	02/28/2023	121.74
	6200-55-55200-513030-00000000-	243345	NAPA TRX DATE 021623	84939	02/28/2023	7.82
	6200-55-55200-513030-00000000-	243345	NAPA TRX DATE 021623	84939	02/28/2023	12.68
	6200-55-55200-513030-00000000-	243345	NAPA TRX DATE 021623	84939	02/28/2023	51.47
	6200-55-55200-513030-00000000-	243345	NAPA TRX DATE 021623	84939	02/28/2023	63.74
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	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	6.32
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	8.52
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	13.05
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	13.93
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	14.22
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	14.68
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	17.73
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	17.94
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	41.22
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	46.32
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	47.08
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	50.58
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	52.97
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	56.93
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	60.43
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	64.91
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	70.53
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	96.95
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	110.51
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	180.72
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	348.83
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	541.69
	6200-55-55200-513030-00000000-	243387	NAPA TRX DATE 021723	84939	02/28/2023	544.18
	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	2.63
	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	3.14
	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	4.24
	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	11.70
	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	12.64
	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	18.24
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	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	86.88
	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	90.36
	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	112.79
	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	119.76
	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	121.74
	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	130.60
	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	151.14
	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	192.98
	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	202.90
	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	230.09
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	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	1,268.00
	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	2,094.66

	6200-55-55200-513030-00000000-	243415	NAPA TRX DATE 022023	84939	02/28/2023	23,279.36
	6200-55-55200-513030-00000000-	243466	NAPA TRX DATE 022123	84939	02/28/2023	3.16
	6200-55-55200-513030-00000000-	243466	NAPA TRX DATE 022123	84939	02/28/2023	4.88
	6200-55-55200-513030-00000000-	243466	NAPA TRX DATE 022123	84939	02/28/2023	7.32
	6200-55-55200-513030-00000000-	243466	NAPA TRX DATE 022123	84939	02/28/2023	90.36
	6200-55-55200-513030-00000000-	243466	NAPA TRX DATE 022123	84939	02/28/2023	264.60
	6200-55-55200-513030-00000000-	243466	NAPA TRX DATE 022123	84939	02/28/2023	499.63
	6200-55-55200-513030-00000000-	243523	NAPA TRX DATE 022223	84939	02/28/2023	4.42
	6200-55-55200-513030-00000000-	243523	NAPA TRX DATE 022223	84939	02/28/2023	14.22
	6200-55-55200-513030-00000000-	243523	NAPA TRX DATE 022223	84939	02/28/2023	98.38
	6200-55-55200-513030-00000000-	243523	NAPA TRX DATE 022223	84939	02/28/2023	186.12
	6200-55-55200-513030-00000000-	243523	NAPA TRX DATE 022223	84939	02/28/2023	197.42
	6200-55-55200-513030-00000000-	243576	NAPA TRX DATE 022323	84939	02/28/2023	2.31
	6200-55-55200-513030-00000000-	243576	NAPA TRX DATE 022323	84939	02/28/2023	4.88
	6200-55-55200-513030-00000000-	243576	NAPA TRX DATE 022323	84939	02/28/2023	7.77
	6200-55-55200-513030-00000000-	243576	NAPA TRX DATE 022323	84939	02/28/2023	7.90
	6200-55-55200-513030-00000000-	243576	NAPA TRX DATE 022323	84939	02/28/2023	11.00
	6200-55-55200-513030-00000000-	243576	NAPA TRX DATE 022323	84939	02/28/2023	14.22
	6200-55-55200-513030-00000000-	243576	NAPA TRX DATE 022323	84939	02/28/2023	19.14
	6200-55-55200-513030-00000000-	243576	NAPA TRX DATE 022323	84939	02/28/2023	42.44
	6200-55-55200-513030-00000000-	243576	NAPA TRX DATE 022323	84939	02/28/2023	49.44
	6200-55-55200-513030-00000000-	243626	NAPA TRX DATE 022423	84939	02/28/2023	7.17
	6200-55-55200-513030-00000000-	243626	NAPA TRX DATE 022423	84939	02/28/2023	9.57
	6200-55-55200-513030-00000000-	243626	NAPA TRX DATE 022423	84939	02/28/2023	9.79
	6200-55-55200-513030-00000000-	243626	NAPA TRX DATE 022423	84939	02/28/2023	14.22
	6200-55-55200-513030-00000000-	243626	NAPA TRX DATE 022423	84939	02/28/2023	20.00
	6200-55-55200-513030-00000000-	243626	NAPA TRX DATE 022423	84939	02/28/2023	20.51
	6200-55-55200-513030-00000000-	243626	NAPA TRX DATE 022423	84939	02/28/2023	29.73
	6200-55-55200-513030-00000000-	243626	NAPA TRX DATE 022423	84939	02/28/2023	60.43
	6200-55-55200-513030-00000000-	243626	NAPA TRX DATE 022423	84939	02/28/2023	70.53
	6200-55-55200-513030-00000000-	243626	NAPA TRX DATE 022423	84939	02/28/2023	86.60
	6200-55-55200-513030-00000000-	243626	NAPA TRX DATE 022423	84939	02/28/2023	96.95
	6200-55-55200-513030-00000000-	243626	NAPA TRX DATE 022423	84939	02/28/2023	186.12
	6200-55-55200-513030-00000000-	243657	NAPA TRX DATE 022723	84939	02/28/2023	4.58
	6200-55-55200-513030-00000000-	243657	NAPA TRX DATE 022723	84939	02/28/2023	7.53
	6200-55-55200-513030-00000000-	243657	NAPA TRX DATE 022723	84939	02/28/2023	9.24
	6200-55-55200-513030-00000000-	243657	NAPA TRX DATE 022723	84939	02/28/2023	9.37
	6200-55-55200-513030-00000000-	243657	NAPA TRX DATE 022723	84939	02/28/2023	9.85
	6200-55-55200-513030-00000000-	243657	NAPA TRX DATE 022723	84939	02/28/2023	29.03
	6200-55-55200-513030-00000000-	243657	NAPA TRX DATE 022723	84939	02/28/2023	31.48
	6200-55-55200-513030-00000000-	243657	NAPA TRX DATE 022723	84939	02/28/2023	33.76
	6200-55-55200-513030-00000000-	243657	NAPA TRX DATE 022723	84939	02/28/2023	46.32
	6200-55-55200-513030-00000000-	243657	NAPA TRX DATE 022723	84939	02/28/2023	46.48
	6200-55-55200-513030-00000000-	243657	NAPA TRX DATE 022723	84939	02/28/2023	51.73
	6200-55-55200-513030-00000000-	243657	NAPA TRX DATE 022723	84939	02/28/2023	109.56
	6200-55-55200-513030-00000000-	243657	NAPA TRX DATE 022723	84939	02/28/2023	144.08
	6200-55-55200-513030-00000000-	243657	NAPA TRX DATE 022723	84939	02/28/2023	225.38
	<b>Total Paid by Vendor</b>					<b>35,805.88</b>
MCGRIFF TIRE CO INC	6200-55-55200-513030-00000000-	4660048823	COM TX 022723/4660048823	90000536	03/01/2023	22.00
	6200-55-55200-513030-00000000-	4660048823	COM TX 022723/4660048823	90000536	03/01/2023	34.00
	6200-55-55200-513030-00000000-	4660048823	COM TX 022723/4660048823	90000536	03/01/2023	50.00
	<b>Total Paid by Vendor</b>					<b>106.00</b>
REPUBLIC SERVICES INC	6200-55-55200-515730-00000000-	0979-001020210	CITY DUMPSTERS (BLANKET)	PCard	03/08/2023	2,565.39
	<b>Total Paid by Vendor</b>					<b>2,565.39</b>
SCHAEFER SYSTEMS INTERNATIONAL INC	6200-55-55200-513040-00000000-	PCINV126067	REPLACEMENT WHEELS FOR STOCK	84983	03/01/2023	6,649.50
	6200-55-55200-513040-00000000-	PCFM0004815	CREDIT FOR INVOICE #PCINV126067	84983	03/01/2023	(390.50)
	<b>Total Paid by Vendor</b>					<b>6,259.00</b>
SOLID WASTE DISPOSAL AUTHORITY	6200-55-55200-515730-00000000-	T1005536	FY23 SOLID WASTE TIPPING FEES (BLANKET)	90000544	03/01/2023	235,652.74
	<b>Total Paid by Vendor</b>					<b>235,652.74</b>
STAPLES INC	6200-55-55200-515340-00000000-	3532413023	A. WILSON/4205 E. SCHIRMISHER LN/256-883-3998	PCard	03/08/2023	62.41
	6200-55-55200-515340-00000000-	3532413024	A. WILSON/4205 E. SCHIRMISHER LN/2568833998	PCard	03/08/2023	289.32
	<b>Total Paid by Vendor</b>					<b>351.73</b>

	STRICKLAND COMPANIES	6200-55-55200-515340-00000000-	HU934321-00	COPY PAPER FOR PWS SANITATION OFFICE USE	85000	03/02/2023	266.82
		<b>Total Paid by Vendor</b>					<b>266.82</b>
	TENNESSEE VALLEY FENCE INC	6200-55-55200-513030-00000000-	C-20854	COM TX 022723/C-20854	90000550	03/01/2023	362.25
		6200-55-55200-513030-00000000-	C-20855	COM TX 022723/C-20855	90000550	03/01/2023	27.00
		6200-55-55200-513030-00000000-	C-20855	COM TX 022723/C-20855	90000550	03/01/2023	752.85
		<b>Total Paid by Vendor</b>					<b>1,142.10</b>
	TIMOTHY BEVERLY	6200-55-55200-513030-00000000-	42542	COM TX 022723/42542	84862	03/01/2023	100.00
		6200-55-55200-513030-00000000-	42543	COM TX 022723/42543	84862	03/01/2023	100.00
		<b>Total Paid by Vendor</b>					<b>200.00</b>
	TOTER LLC	6200-55-55200-513040-00000000-	20INV000310320	96 GALLON CARTS FOR STOCK	84829	02/28/2023	46,831.11
		<b>Total Paid by Vendor</b>					<b>46,831.11</b>
	<b>Total by Fund 6200</b>						<b>390,495.50</b>
6500	VENUE GROUP INC	6500-00-00000-424510-00000000-	FY23 Q1 ADDITIONAL	Q1 ACTUALS VS BUDGET; LESS SPONSORS; LESS FY22 ADJ	90000529	03/06/2023	(142,625.00)
		6500-00-00000-515370-00000000-	FY23 Q1 ADDITIONAL	Q1 ACTUALS VS BUDGET; LESS SPONSORS; LESS FY22 ADJ	90000529	03/06/2023	(8,526.00)
		6500-00-00000-515370-00000000-	FY23 Q1 ADDITIONAL	Q1 ACTUALS VS BUDGET; LESS SPONSORS; LESS FY22 ADJ	90000529	03/06/2023	321,257.00
		<b>Total Paid by Vendor</b>					<b>170,106.00</b>
	<b>Total by Fund 6500</b>						<b>170,106.00</b>
7000	BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-16-00000-517010-00000000-	HEALTH CLMS 2/20-24	2/20/23-2/24/23 HEALTH CLAIMS	90000485	02/27/2023	56,097.67
		7000-16-00000-517015-00000000-	HEALTH CLMS 2/20-24	2/20/23-2/24/23 HEALTH CLAIMS	90000485	02/27/2023	24,731.15
		7000-16-00000-517025-00000000-	HEALTH CLMS 2/20-24	2/20/23-2/24/23 HEALTH CLAIMS	90000485	02/27/2023	95.90
		7000-16-00000-517010-00000000-	HEALTH CLMS 2/27-3/3	2/27/23-3/03/23 HEALTH CLAIMS	90000518	03/06/2023	112,262.58
		7000-16-00000-517015-00000000-	HEALTH CLMS 2/27-3/3	2/27/23-3/03/23 HEALTH CLAIMS	90000518	03/06/2023	31,347.06
		7000-16-00000-517025-00000000-	HEALTH CLMS 2/27-3/3	2/27/23-3/03/23 HEALTH CLAIMS	90000518	03/06/2023	18.34
		<b>Total Paid by Vendor</b>					<b>224,552.70</b>
		<b>Total Paid by Vendor</b>					<b>15,327.82</b>
	PARTNERS MANAGING GENERAL UNDERWRITERS	7000-16-00000-517040-00000000-	US1573349-021723	CITY'S GROUP HEALTH REINSURANCE FOR MARCH 2023	90000540	03/03/2023	15,327.82
		<b>Total Paid by Vendor</b>					<b>15,327.82</b>
	<b>Total by Fund 7000</b>						<b>239,880.52</b>
<b>Grand Total</b>							<b>18,219,741.84</b>

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
1 CLAIM PAYMENTS	0001-00-00000-110004-000000000-					
2 REFUND PAYMENTS	0001-00-00000-110004-000000000-	84977	03/07/2023	030723A	3,513.20	CARDINAL FINANCIAL COMPANY
	0001-00-00000-110004-000000000-	84976	03/07/2023	030723A	2,500.00	MIYA CHO ROBERTSON
	0001-00-00000-110004-000000000-	84975	03/07/2023	030723A	389.00	DIONICIO GUZMAN
	0001-00-00000-110004-000000000-	84974	03/07/2023	030723A	56.00	GARY HUCKABY
	0001-00-00000-110004-000000000-	84973	03/07/2023	030723A	56.00	GARY HUCKABY
	0001-00-00000-110004-000000000-	84972	03/07/2023	030723A	4,000.00	IRMA SANCHEZ
	0001-00-00000-110004-000000000-	84971	03/07/2023	030723A	275.00	MICHAEL & LINDSEY TINCHER
	0001-00-00000-110004-000000000-	84807	02/28/2023	022823A	23,474.36	COVANTA HUNTSVILLE, INC
	0001-00-00000-110004-000000000-	84806	02/28/2023	022823A	1,139.68	CORINTHIAN, INC
	0001-00-00000-110004-000000000-	84805	02/28/2023	022823A	716.00	EARLYWORKS
	0001-00-00000-110004-000000000-	84804	02/28/2023	022823A	503.18	GREIF, INC
	0001-00-00000-110004-000000000-	84803	02/28/2023	022823A	288.00	SPARKMAN MARBLE & GRANITE
	0001-00-00000-110004-000000000-	84802	02/28/2023	022823A	190.15	JENSEN STONE ACQUISITION COMPANY, LLC
	0001-00-00000-110004-000000000-	84801	02/28/2023	022823A	68.43	FOX THREE LLC
	0001-00-00000-110004-000000000-	84800	02/28/2023	022823A	50.00	NUTRIEN AG SOLUTIONS INC
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-000000000-	84978	03/07/2023	030723A	20,000.00	DEP CHIEF CHARLES BROOKS



PRJ 2/25/23 - 3/10/23

FUND 0001 (Should only be fund "0001")

Sum of JOURNAL AMOUNT		Column Labels	
Row Labels	DT FUND	03/10/23	Grand Total
101000	1000	\$4,077,432.33	\$4,077,432.33
101005	1005	(\$1,209,884.98)	(\$1,209,884.98)
102000	2000	\$215,822.12	\$215,822.12
102100	2100	\$51,331.22	\$51,331.22
102101	2101	\$1,446.81	\$1,446.81
102500	2500	\$4,390.25	\$4,390.25
103900	3900	\$30,746.74	\$30,746.74
103910	3910	\$37,986.29	\$37,986.29
103930	3930	\$35,756.87	\$35,756.87
106000	6000	\$655,889.38	\$655,889.38
106200	6200	\$281,661.70	\$281,661.70
107100	7100	(\$25,972.50)	(\$25,972.50)
110004	IONS	(\$4,156,606.23)	(\$4,156,606.23)
Grand Total		\$0.00	\$0.00



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-066

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**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



**RESOLUTION NO. 23 -**

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

**WHEREAS**, a vacancy exists, or will exist, on the Madison County 310 Board, City Place 7, due to the expiration of the term of Todd Howard.

**NOW, THEREFORE, BE IT RESOLVED** that Todd Howard is hereby reappointed to fill said vacancy, said appointment to become effective on April 1, 2023, and expiring on April 1, 2029.

**ADOPTED** this the 23<sup>rd</sup> day of March, 2023.

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

**APPROVED** this the 23<sup>rd</sup> day of March, 2023.

---

Mayor of the City of Huntsville, Alabama



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-067

---

**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



**RESOLUTION NO. 23 -**

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

**WHEREAS**, a vacancy exists, or will exist, on the Madison County 310 Board, City Place 8, due to the expiration of the term of Marlena Primeau.

**NOW, THEREFORE, BE IT RESOLVED** that Marlena Primeau is hereby reappointed to fill said vacancy, said appointment to become effective on April 1, 2023, and expiring on April 1, 2029.

**ADOPTED** this the 23<sup>rd</sup> day of March, 2023.

---

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

**APPROVED** this the 23<sup>rd</sup> day of March, 2023.

---

Mayor of the City of Huntsville, Alabama



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-068

---

**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





**RESOLUTION NO. 23 -**

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

**WHEREAS**, a vacancy exists, or will exist, on the Bingo Review Committee due to the expiration of the term of John Beard.

**NOW, THEREFORE, BE IT RESOLVED** that John Beard is hereby reappointed to fill said vacancy, said appointment to become effective on April 9, 2023, and expiring on April 8, 2025.

**ADOPTED** this the 23<sup>rd</sup> day of March, 2023.

---

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

**APPROVED** this the 23<sup>rd</sup> day of March, 2023.

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Mayor of the City of Huntsville, Alabama



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-069

---

**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



**RESOLUTION NO. 23 -**

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

**WHEREAS**, a vacancy exists, or will exist, on the Bingo Review Committee due to the expiration of the term of William Tumminello.

**NOW, THEREFORE, BE IT RESOLVED** that William Tumminello is hereby reappointed to fill said vacancy, said appointment to become effective on April 9, 2023, and expiring on April 8, 2025.

**ADOPTED** this the 23<sup>rd</sup> day of March, 2023.

---

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

**APPROVED** this the 23<sup>rd</sup> day of March, 2023.

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Mayor of the City of Huntsville, Alabama



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-070

---

**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





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-071

---

**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





**RESOLUTION NO. 23 -**

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

**WHEREAS**, a vacancy exists, or will exist, on WellStone Inc., Place 7, due to the expiration of the term of Sidney White.

**NOW, THEREFORE, BE IT RESOLVED** that Sidney White is hereby reappointed to fill said vacancy, said appointment to become effective on April 1, 2023, and expiring on April 1, 2029.

**ADOPTED** this the 23<sup>rd</sup> day of March, 2023.

---

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

**APPROVED** this the 23<sup>rd</sup> day of March, 2023.

---

Mayor of the City of Huntsville, Alabama



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-072

---

**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



**RESOLUTION NO. 23 -**

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

**WHEREAS**, a vacancy exists, or will exist, on the Community Development Citizens Advisory Council, Place 12, due to the expiration of the term of Richard Godwin.

**NOW, THEREFORE, BE IT RESOLVED** that Richard Godwin is hereby reappointed to fill said vacancy, said appointment to become effective on April 15, 2023, and expiring on April 14, 2026.

**ADOPTED** this the 23<sup>rd</sup> day of March, 2023.

---

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

**APPROVED** this the 23<sup>rd</sup> day of March, 2023.

---

Mayor of the City of Huntsville, Alabama



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-073

---

**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



**RESOLUTION NO. 23 -**

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

**WHEREAS**, a vacancy exists, or will exist, on the Community Development Citizens Advisory Council, Place 11, due to the expiration of the term of Noel Castellanos.

**NOW, THEREFORE, BE IT RESOLVED** that Noel Castellanos is hereby reappointed to fill said vacancy, said appointment to become effective on April 15, 2023, and expiring on April 14, 2026.

**ADOPTED** this the 23<sup>rd</sup> day of March, 2023.

---

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

**APPROVED** this the 23<sup>rd</sup> day of March, 2023.

---

Mayor of the City of Huntsville, Alabama





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-074

---

**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



**RESOLUTION NO. 23 -**

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

**WHEREAS**, a vacancy exists, or will exist, on the Community Development Citizens Advisory Council, Place 5, due to the expiration of the term of Patricia King.

**NOW, THEREFORE, BE IT RESOLVED** that Bonita Gill is hereby appointed to fill said vacancy, said appointment to become effective on April 15, 2023, and expiring on April 14, 2026.

**ADOPTED** this the 23<sup>rd</sup> day of March, 2023.

---

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

**APPROVED** this the 23<sup>rd</sup> day of March, 2023.

---

Mayor of the City of Huntsville, Alabama



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**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





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**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





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-086

---

**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easements, Lots 1 & 2, Lily Smith Reece Subdivision, Phase 4, 6210 Mastin Lake Road. (Laksmhi Property)

**Type of Document:** 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:** 6210 Mastin Lake Road

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

**Additional Comments:**







# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2740

---

**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easements, Lots 1 & 2, Lily Smith Reece Subdivision, Phase 4, 6210 Mastin Lake Road. (Laksmhi Property)

**Type of Document:** 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:** 6210 Mastin Lake Road

**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, as follows:

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

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

**STATE OF ALABAMA**

**COUNTY OF MADISON**

**QUITCLAIM DEED**

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

**TRACT 1**

A 10 FOOT WIDE STRIP OF BEING 5 FEET TAKEN EVENLY OFF OF EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE:

COMMENCING AT A CAPPED IRON PIN STAMPED "LUKER", BEING THE SOUTHWEST CORNER OF LOT TWO OF THE LILLY SMITH REECE SUBDIVISION PHASE 5, AS RECORDED IN PLAT BOOK 2023 PAGES 71-72 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; THENCE RUN SOUTH 89°23'51" EAST AT A DISTANCE OF 141.80 FEET TO A FOUND CAPPED IRON PIN STAMPED "MORELL CA-742-LS"; THENCE RUN NORTH 01°06'28" EAST AT A DISTANCE OF 20.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE;

THENCE FROM THE POINT OF BEGINNING RUN NORTH 01°06'28" EAST AT A DISTANCE OF 1109.87 FEET TO THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE;

SAID STRIP OF LAND CONTAINS 0.25 ACRES, MORE OR LESS.

**TRACT 2**

A 10 FOOT WIDE STRIP OF LAND BEING DESCRIBED AS 5 FEET TAKEN EVENLY OFF OF EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE:

COMMENCING AT A CAPPED IRON PIN STAMPED "LUKER", BEING THE SOUTHWEST CORNER OF LOT TWO OF THE LILLY SMITH REECE SUBDIVISION PHASE 5, AS RECORDED IN PLAT BOOK 2023 PAGES 71-72 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; THENCE RUN SOUTH 89°23'51" EAST AT A DISTANCE OF 141.80 FEET TO A POINT; THENCE RUN SOUTH 89°24'11" EAST AT A DISTANCE OF 128.26 FEET TO A POINT; THENCE RUN NORTH 01°06'09" EAST AT A DISTANCE OF 10.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE;

THENCE FROM THE POINT OF BEGINNING RUN NORTH 01°06'09" EAST AT A DISTANCE OF 490.01 FEET TO A POINT; THENCE RUN SOUTH 89°23'46" EAST AT A DISTANCE OF 364.31 FEET TO A POINT; THENCE RUN SOUTH 23°35'23" EAST AT A DISTANCE OF 135.21 FEET TO A POINT; THENCE RUN SOUTH 40°21'26" EAST AT A DISTANCE OF 36.83 FEET TO THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE;

SAID STRIP OF LAND CONTAINS 0.24 ACRES, MORE OR LESS.

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

**IN WITNESS WHEREOF**, Grantor has caused this quitclaim to be signed in its behalf by its Mayor and attested by its Clerk-Treasurer, this the 23rd day of March, 2023.

**CITY OF HUNTSVILLE, ALABAMA,**  
a municipal corporation

By: \_\_\_\_\_  
Tommy Battle, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Shaundrika Edwards  
City Clerk

STATE OF ALABAMA        )

COUNTY OF MADISON        )

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

GIVEN under my hand and official seal this the 23rd day of March, 2023.

\_\_\_\_\_  
Notary Public

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

**Ordinance No. 23-\_\_\_\_\_ (Cont.)**

**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, Alabama



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-087

---

**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 2, Airport Properties Subdivision.  
(Huntsville Logistics)

**Type of Document:** 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:** Airport Properties Subdivision

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

**Additional Comments:**







# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2741

---

**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Ordinance authorizing the vacation of a Utility and Drainage Easement, Lot 2, Airport Properties Subdivision.  
(Huntsville Logistics)

**Type of Document:** 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:** Airport Properties Subdivision

**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, as follows:

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

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

Prior Reference: Plat Book K, Page 222; and  
Plat Book K, Page 312

STATE OF ALABAMA       )  
                                      )  
LIMESTONE COUNTY       )

This instrument was prepared by:

Mike Fisher  
Polsinelli PC  
900 West 48<sup>th</sup> Place, Suite 900  
Kansas City, Missouri 64112

Send Tax Notice to:

Huntsville Logistics Center LLC  
3515 West 75<sup>th</sup> Street, Suite 103  
Prairie Village, Kansas 66208

### **QUIT CLAIM DEED**

**KNOW ALL THESE MEN BY THESE PRESENTS:** That as of this 23rd day of March, 2023, for an in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to the undersigned GRANTOR, in hand paid by the GRANTEE herein, the receipt whereof is hereby acknowledged, the **CITY OF HUNTSVILLE**, a municipal corporation in the State of Alabama (herein referred to as "**Grantor**"), does hereby REMISE, RELEASE, QUITCLAIM AND CONVEY unto **HUNTSVILLE LOGISTICS CENTER LLC**, a Delaware limited liability company (herein referred to as "**Grantee**") all of the Grantor's right, title, interest and claim in or to the real estate situated in Limestone County, Alabama, more particularly described on the attached **Exhibit A** and as generally depicted on **Exhibit B-1** and **Exhibit B-2** (the "**Quitclaimed Land**"), together with all of Grantor's right, title and interest, if any, in and to any rights, benefits, privileges, easements, tenements, hereditament, appurtenances and thereon or in any way appertaining thereto, all of Grantor's right, title and interest, if any, in and to any buildings, structures, improvements (collectively referred to herein as the "**Improvements**"), if any, now situated on the Quitclaimed Land, and all of Grantor's interest, if any, in any currently existing assisted living occupancy agreements for the Quitclaimed Land and Improvements located thereon;

**TO HAVE AND TO HOLD** to the said GRANTEE forever.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed on this the day and year first above written.

GRANTOR:

**CITY OF HUNTSVILLE**,  
a municipal corporation in the State of Alabama

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

Name: Shaundrika Edwards

Title: City Clerk

STATE OF ALABAMA       )  
  )  
COUNTY OF MADISON     )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Shaundrika Edwards, whose name as the City Clerk of the City of Huntsville, a municipal corporation in the State of Alabama, 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 said instrument, he/she with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and seal this 23rd day of March, 2023.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT A TO QUIT CLAIM DEED**  
(Legal Description of the Quitclaimed Land)

**EASEMENT AREA 1:**

10' PUBLIC UTILITY AND DRAINAGE EASEMENT LOCATED OVER AND ACROSS A PORTION OF LOT 2 OF AIRPORT PROPERTIES SUBDIVISION AS RECORDED IN PLAT BOOK K, PAGE 222 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH CAPPED REBAR STAMPED "4SITE CA541LS" BEING THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND FURTHER DESCRIBED AS BEING THE SOUTHWEST CORNER OF LOT 1C OF AIRPORT PROPERTIES SUBDIVISION - PHASE 1 AS RECORDED IN PLAT BOOK K, PAGE 312 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE, ALONG THE WEST LINE OF SAID LOT 1C, NORTH 01 DEGREE 28 MINUTES 45 SECONDS EAST, 725.04 FEET TO A 5/8 INCH REBAR STAMPED "BWSC CA-106-LS" BEING THE NORTHEAST CORNER OF SAID LOT 2; THENCE, ALONG THE NORTH LINE OF SAID LOT 2, NORTH 88 DEGREES 53 MINUTES 36 SECONDS WEST, 30.38 FEET TO THE SOUTHEAST CORNER OF LOT 1B OF AIRPORT PROPERTIES SUBDIVISION - PHASE 1 AS RECORDED IN PLAT BOOK K, PAGE 312 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, LEAVING SAID NORTH LINE, SOUTH 1 DEGREE 06 MINUTES 24 SECONDS WEST, 10.00 FEET TO THE SOUTH LINE OF A 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE, CONTINUING ALONG SAID SOUTH LINE, NORTH 88 DEGREE 53 MINUTES 36 SECONDS WEST, 2399.13 FEET; THENCE, LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF A 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, SOUTH 01 DEGREE 06 MINUTES 24 SECONDS WEST, 8.00 FEET; THENCE, LEAVING SAID EAST LINE, NORTH 88 DEGREES 53 MINUTES 36 SECONDS WEST, 10.00 FEET TO THE WEST LINE OF SAID LOT 2; THENCE, ALONG SAID WEST LINE, NORTH 01 DEGREE 06 MINUTES 24 SECONDS EAST, 18.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE, LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID LOT 2, SOUTH 88 DEGREES 53 MINUTES 36 SECONDS EAST, 2409.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.56 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RIGHT-OF-WAYS, RIGHTS, RESTRICTIONS, AND COVENANTS RECORDED OR UNRECORDED.

**EASEMENT AREA 2:**

10' PUBLIC UTILITY AND DRAINAGE EASEMENT LOCATED OVER AND ACROSS A PORTION OF LOT 1B OF AIRPORT PROPERTIES SUBDIVISION - PHASE 1 AS RECORDED IN PLAT BOOK K, PAGE 312 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH CAPPED REBAR STAMPED "4SITE CA541LS" BEING THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 25,

TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND FURTHER DESCRIBED AS BEING THE SOUTHWEST CORNER OF LOT 1C OF AIRPORT PROPERTIES SUBDIVISION - PHASE 1 AS RECORDED IN PLAT BOOK K, PAGE 312 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE, ALONG THE WEST LINE OF SAID LOT 1C, NORTH 01 DEGREE 28 MINUTES 45 SECONDS EAST, 725.04 FEET TO A 5/8 INCH REBAR STAMPED "BWSC CA-106-LS" BEING THE NORTHEAST CORNER OF LOT 2 OF AIRPORT PROPERTIES SUBDIVISION AS RECORDED IN PLAT BOOK K, PAGE 222 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE, ALONG THE NORTH LINE OF SAID LOT 2, NORTH 88 DEGREES 53 MINUTES 36 SECONDS WEST, 30.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1B AND MORE PARTICULARLY DESCRIBED AS THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, ALONG THE SOUTH LINE OF SAID LOT 1B THE FOLLOWING CALLS: NORTH 88 DEGREES 53 MINUTES 36 SECONDS WEST, 2409.13 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;

SOUTH 01 DEGREE 06 MINUTES 24 SECONDS WEST, 18.00 FEET TO THE NORTHEAST CORNER OF LOT 1A OF AIRPORT PROPERTIES SUBDIVISION - PHASE 1 AS RECORDED IN PLAT BOOK K, PAGE 312 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA;

NORTH 88 DEGREES 53 MINUTES 36 SECONDS WEST, 618.21 FEET; THENCE, LEAVING SAID SOUTH LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 9932.40 FEET, ARC LENGTH OF 10.01 FEET, CHORD BEARING AND DISTANCE OF NORTH 03 DEGREES 10 MINUTES 53 SECONDS EAST, 10.01 FEET TO THE NORTH LINE OF A 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE, CONTINUING ALONG THE NORTH LINE OF SAID 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT THE FOLLOWING CALLS:

SOUTH 88 DEGREES 53 MINUTES 36 SECONDS EAST, 607.85 FEET;

NORTH 01 DEGREE 06 MINUTES 24 SECONDS EAST, 18.00 FEET;

SOUTH 88 DEGREES 53 MINUTES 36 SECONDS EAST, 2409.13 FEET; THENCE, LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF A 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, NORTH 01 DEGREE 06 MINUTES 24 SECONDS EAST, 538.65 FEET; THENCE, LEAVING SAID WEST LINE, SOUTH 88 DEGREES 53 MINUTES 36 SECONDS EAST, 10.00 FEET TO THE EAST LINE OF SAID LOT 1B; THENCE, ALONG SAID EAST LINE, SOUTH 01 DEGREE 06 MINUTES 24 SECONDS WEST, 548.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.82 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RIGHT-OF-WAYS, RIGHTS, RESTRICTIONS, AND COVENANTS RECORDED OR UNRECORDED.

**EXHIBIT B-1 TO QUIT CLAIM DEED**  
(General Depiction of Quitclaimed Land – Easement Area 1)

See attached.



**GUNTERS WAY (R.O.W. VARIES)**

**Z**  **GRID NORTH**

LOT 1A  
AIRPORT PROPERTIES  
SUBDIVISION - PHASE 1  
PLAT BOOK K, PAGE 312

R/W ————— R/W

RW

**—EP**

OLD HIGHWAY 20 (R.O.W. VARIES)

RW

**LOT 1B**  
**AIRPORT PROPERTIES**  
**SUBDIVISION - PHASE 1**  
**PLAT BOOK K, PAGE 312**

0 150 300 600  
GRAPHIC SCALE  
SCALE: 1" = 300'

~~SHEET 4~~  
SHEET 3

SHEET 3  
SHEET 2

10' PUBLIC UTILITY AND DRAINAGE  
EASEMENT (HATCHED AREA)

## **POINT OF BEGINNING**

LOT 1C  
AIRPORT PROPERTIES  
SUBDIVISION - PHASE 1  
PLAT BOOK K, PAGE 312

LOT 2  
AIRPORT PROPERTIES  
SUBDIVISION  
PLAT BOOK K, PAGE 222

**POINT OF COMMENCEMENT**

**SURVEYOR'S NOTES:**

1. NORTH ARROW AS SHOWN HEREON IS BASED ON GRID NORTH AS DEFINED BY THE STATE PLANE COORDINATE SYSTEM, ALABAMA EAST ZONE, NAD 1983 (2011), (DETERMINED BY GPS OBSERVATIONS).
2. SOURCES OF INFORMATION: PLAT BOOK K, PAGE 222; PLAT BOOK K, PAGE 312.
3. THIS IS NOT A BOUNDARY SURVEY. THE INTENT OF THIS SKETCH IS TO ACCURATELY REFLECT THE POSITION OF THE 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT OVER AND ACROSS A PORTION OF LOT 2 OF AIRPORT PROPERTIES SUBDIVISION AS RECORDED IN PLAT BOOK K, PAGE 222 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA.

VICINITY MAP  
NOT TO SCALE

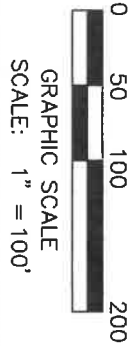
**SHEET 1 OF 5**  
**FILE NO. 3787600**

## VACATING EXHIBIT OVERALL

10' UTILITY AND DRAINAGE EASEMENT LYING OVER AND ACROSS A  
PORTION OF LOT 2 OF AIRPORT PROPERTIES SUBDIVISION AS  
RECORDED IN PLAT BOOK K, PAGE 222 IN THE OFFICE OF THE  
JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA

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DESIGN SOLUTIONS

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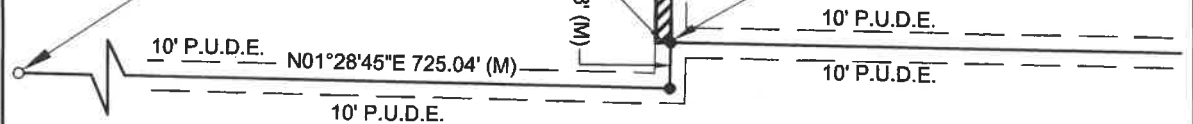
10' PUBLIC UTILITY & DRAINAGE  
EASEMENT ALONG THE  
NORTH LINE OF LOT 2

LOT 1B  
AIRPORT PROPERTIES  
SUBDIVISION - PHASE 1  
PLAT BOOK K, PAGE 312

LOT 2  
AIRPORT PROPERTIES  
SUBDIVISION  
PLAT BOOK K, PAGE 222

GENERAL LEGEND	
○	Property Corner, Found
●	Set 5/8" Rebar With Yellow Cap Stamped "BWSC CA-106-LS"
SW	SOUTHWEST
SE	SOUTHEAST
NE	NORTHEAST
EP	Edge of Pavement
R/W	Right-of-Way
T	TOWNSHIP
R	RANGE
S	SOUTH
N	NORTH
W	WEST
E	EAST
SEC	SECTION
P.U.D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
---	EASEMENT LINE
---	EASEMENT AREA
---	MATCH LINE

**POINT OF COMMENCEMENT**  
1/2" REBAR STAMPED "4SITE  
CA451LS" BEING THE SW CORNER  
OF LOT 1C AND THE SW CORNER  
OF THE NORTH 1/2 OF THE NE  
QUARTER OF SEC 25, T-4-S, R-3-W  
N. 1517385.33 - E. 366400.39



LOT 1C  
AIRPORT PROPERTIES SUBDIVISION - PHASE 1  
PLAT BOOK K, PAGE 312

### VACATING EXHIBIT SKETCH

10' UTILITY AND DRAINAGE EASEMENT LYING OVER AND ACROSS A  
PORTION OF LOT 2 OF AIRPORT PROPERTIES SUBDIVISION AS  
RECORDED IN PLAT BOOK K, PAGE 222 IN THE OFFICE OF THE  
JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA

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FILE NO.	DATE	BY	CHKD	APP'D	REVISION
3767600	12-17-2023				

SHEET 2 OF 5

SHEET 3  
SHEET 2


**BARGE**  
DESIGN SOLUTIONS



165

LOT 2  
AIRPORT PROPERTIES  
SUBDIVISION  
PLAT BOOK K, PAGE 222

0 50 100 200

GRAPHIC SCALE  
SCALE: 1" = 100'



○	Property Corner, Found
●	Set 3/8" Rebar With Yellow
	Cap Stamped "BWSC
	CA-106-LS"
SW	SOUTHWEST
SE	SOUTHEAST
NE	NORTHEAST
EP	Edge of Pavement
R/W	Right-of-Way
T	TOWNSHIP
R	RANGE
S	SOUTH
N	NORTH
W	WEST
E	EAST
SEC	SECTION
P.U.D.E.	PUBLIC UTILITY AND
	DRAINAGE EASEMENT
	EASEMENT LINE
	EASEMENT AREA
	MATCH LINE

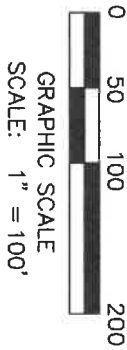
10' UTILITY AND DRAINAGE EASEMENT LYING OVER AND ACROSS A  
PORTION OF LOT 2 OF AIRPORT PROPERTIES SUBDIVISION AS  
RECORDED IN PLAT BOOK K, PAGE 222 IN THE OFFICE OF THE  
JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA

**SHEET 3 OF 5**  
**FILE NO. 3787600**

OLD HIGHWAY 20 (R/W VARIES)

R/W

R/W



LOT 1A  
AIRPORT PROPERTIES  
SUBDIVISION - PHASE 1  
PLAT BOOK K, PAGE 312

GENERAL LEGEND	
○	Property Corner, Found
●	Set 5/8" Rebar With Yellow Cap Stamped "BWSC CA-106-L-S"
SW	SOUTHWEST
SE	SOUTHEAST
NE	NORTHEAST
EP	Edge of Pavement
R/W	Right-of-Way
T	TOWNSHIP
R	RANGE
S	SOUTH
N	NORTH
W	WEST
E	EAST
SEC	SECTION
P.U.D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
---	EASEMENT LINE
///	EASEMENT AREA
---	MATCH LINE

N01°06'24"E 18.00' (M)  
10' P.U.D.E.  
10' P.U.D.E.

10' P.U.D.E.  
10' P.U.D.E.

S01°06'24"W 8.00' (M)  
N88°53'36"W 10.00' (M)

LOT 1B  
AIRPORT PROPERTIES  
SUBDIVISION - PHASE 1  
PLAT BOOK K, PAGE 312

SHEET 4  
SHEET 3

LOT 2  
AIRPORT PROPERTIES  
SUBDIVISION  
PLAT BOOK K, PAGE 222

10' PUBLIC UTILITY & DRAINAGE  
EASEMENT ALONG THE  
NORTH LINE OF LOT 2

## VACATING EXHIBIT SKETCH

10' UTILITY AND DRAINAGE EASEMENT LYING OVER AND ACROSS A PORTION OF LOT 2 OF AIRPORT PROPERTIES SUBDIVISION AS RECORDED IN PLAT BOOK K, PAGE 222 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA

**BARGE**  
DESIGN SOLUTIONS

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Phone (258) 533-1561 // Fax (258) 533-1564

SHEET 4 OF 5  
FILE NO. 3787600

REVISIONS			
NO.	DATE	DESCRIPTION	BY

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[illegible]

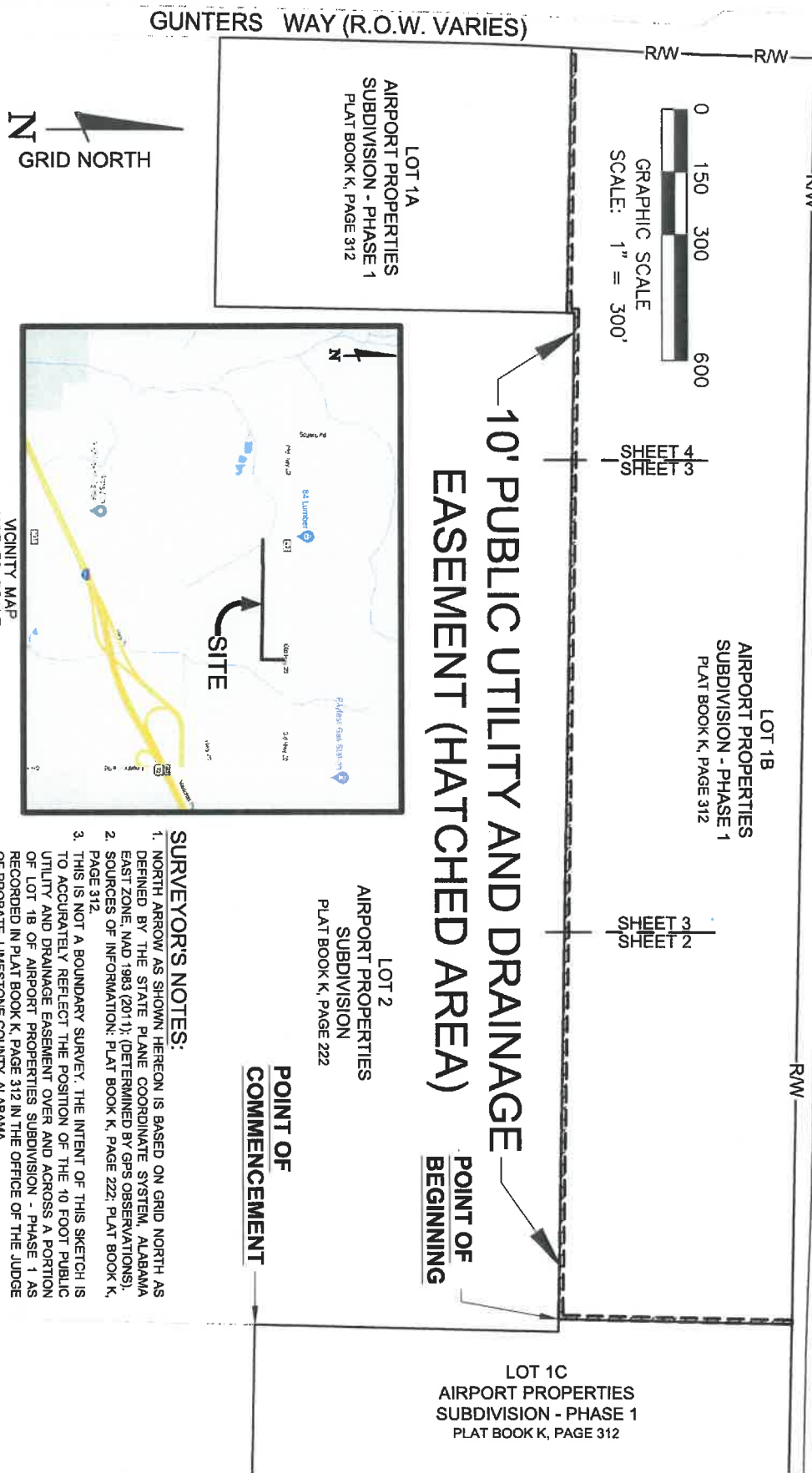
10' UTILITY AND DRAINAGE EASEMENT LYING OVER AND ACROSS A  
PORTION OF LOT 2 OF AIRPORT PROPERTIES SUBDIVISION AS  
RECORDED IN PLAT BOOK K, PAGE 222 IN THE OFFICE OF THE  
JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA

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**EXHIBIT B-2 TO QUIT CLAIM DEED**  
(General Depiction of Quitclaimed Land – Easement Area 2)

See attached.

OLD HIGHWAY 20 (R.O.W. VARIES



10' PUBLIC UTILITY AND DRAINAGE EASEMENT (HATCHED AREA)

**SURVEYOR'S NOTES:**

1. NORTH ARROW AS SHOWN HEREON IS BASED ON GRID NORTH AS DEFINED BY THE STATE PLANE COORDINATE SYSTEM, ALABAMA EAST ZONE, NAD 1983 (2011). (DETERMINED BY GPS OBSERVATIONS).
2. SOURCES OF INFORMATION: PLAT BOOK K, PAGE 222; PLAT BOOK K, PAGE 312.
3. THIS IS NOT A BOUNDARY SURVEY. THE INTENT OF THIS SKETCH IS TO ACCURATELY REFLECT THE POSITION OF THE 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT OVER AND ACROSS A PORTION OF LOT 1B OF AIRPORT PROPERTIES SUBDIVISION - PHASE 1 AS RECORDED IN PLAT BOOK K, PAGE 312 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA.

[illegible]

### VACATING EXHIBIT OVERALL

10' UTILITY AND DRAINAGE EASEMENT LYING OVER AND ACROSS A  
PORTION OF LOT 1B OF AIRPORT PROPERTIES SUBDIVISION - PHASE  
1 AS RECORDED IN PLAT BOOK K, PAGE 312 IN THE OFFICE OF THE  
JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA



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OLD HIGHWAY 20 (R/W VARIES)

—EP

—EP

—R/W— S88°53'36"E 10.00' (M)—

10' P.U.D.E.

10' P.U.D.E.

N01°06'24"E 538.65' (M)

601°06'24"W 548.65' (M) -

PLAT BOOK K PAGE 242

PLAT BOOK K, PAGE 312

**N**  
**GRID NORTH**

0      50      100      200

GRAPHIC SCALE  
SCALE: 1" = 100'

LOT 1B  
AIRPORT PROPERTIES  
SUBDIVISION - PHASE 1  
PLAT BOOK K, PAGE 312

PUBLIC UTILITY & DRAINAGE  
EASEMENT ALONG THE  
SOUTH LINE OF LOT 1B

## POINT OF BEGINNING

SE CORNER OF LOT 1B  
N: 1518110.72  
E: 366388.74

N: 1518110.72

E: 366388.74

S88°53'36"E 2409.13' (M)

N88°53'36"W 2409.13' (M)

10' P.U.D.E

10' P.U.D.E

N88°53'36"W 30.38' (M)–

LOT 2  
AIRPORT PROPERTIES  
SUBDIVISION  
PLAT BOOK K, PAGE 222




1C

10' P.U.D.E.

10' P.U.D.E. N01°28'45"E 725'

SHEET 3  
SHEET 2

## GENERAL LEGEND

- |   |   |
|---|---|
| ○   | Property Corner, Found  |
| ●   | Set 5/8" Rebar With Yellow<br>Cap Stamped "BWSC<br>CA-106-LS" |
| SW  | SOUTHWEST   |
| SE  | SOUTHEAST   |
| NE  | NORTHEAST   |
| EP  | Edge of Pavement  |
| R/W   | Right-of-Way  |
| T   | TOWNSHIP  |
| R   | RANGE   |
| S   | SOUTH   |
| N   | NORTH   |
| W   | WEST  |
| E   | EAST  |
| SEC   | SECTION   |
| P.U.D.E.  | PUBLIC UTILITY AND<br>DRAINAGE EASEMENT                       |
|  | EASEMENT LINE   |
|  | MATCH LINE  |
|  | LOT NUMBER  |

**POINT OF COMMENCEMENT-**

1/2" REBAR STAMPED "4SITE  
CA451LS" BEING THE SW CORNER  
OF LOT 1C AND THE SW CORNER  
OF THE NORTH 1/2 OF THE NE  
QUARTER OF SEC 25, T-4-S, R-3-W  
N: 1517385.33 - E: 366400.39

N: 1517385.33 - E: 366400.39

**SHEET 2 OF 5**  
**FILE NO. 3787600**

**VACATING EXHIBIT SKETCH**

10' UTILITY AND DRAINAGE EASEMENT LYING OVER AND ACROSS A  
PORTION OF LOT 1B OF AIRPORT PROPERTIES SUBDIVISION - PHASE  
1 AS RECORDED IN PLAT BOOK K, PAGE 312 IN THE OFFICE OF THE  
JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA

**BARGE**  
DESIGN SOLUTIONS

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SHEET 4  
SHEET 3



10' P.U.D.E.  
10' P.U.D.E.

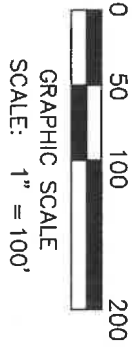
10' PUBLIC UTILITY & DRAINAGE  
EASEMENT ALONG THE  
SOUTH LINE OF LOT 1B

LOT 1B  
AIRPORT PROPERTIES  
SUBDIVISION - PHASE 1  
PLAT BOOK K, PAGE 312

LOT 2  
AIRPORT PROPERTIES  
SUBDIVISION  
PLAT BOOK K, PAGE 222

S88°53'36"E 2409.13' (M)  
N88°53'36"W 2409.13' (M)

GENERAL LEGEND	
○	Property Corner, Found
●	Set 5/8" Rebar With Yellow Cap Stamped "BWSC"
—	C/A-106-L-S"
SW	SOUTHWEST
SE	SOUTHEAST
NE	NORTHEAST
EP	Edge of Pavement
R/W	Right-of-Way
T	TOWNSHIP
R	RANGE
S	SOUTH
N	NORTH
E	EAST
W	WEST
SEC.	SECTION
P.U.D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
—	EASEMENT LINE
—	EASEMENT AREA
—	MATCH LINE



SHEET 3  
SHEET 2

### VACATING EXHIBIT SKETCH

10' UTILITY AND DRAINAGE EASEMENT LYING OVER AND ACROSS A PORTION OF LOT 1B OF AIRPORT PROPERTIES SUBDIVISION - PHASE 1 AS RECORDED IN PLAT BOOK K, PAGE 312 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA



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REVISION INFORMATION		DATE	BY	DESCRIPTION
NO.	DATE	BY	DESCRIPTION	ORIGINAL ISSUE
1	01-20-2011			
2				
3				
4				
5				
6				
7				
8				
9				
10				

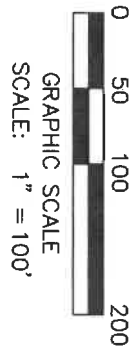
SHEET 3 OF 5  
FILE NO. 3787600

# OLD HIGHWAY 20 (R/W VARIES)

15' P.U.D.E.

R/W

R/W



LOT 1A  
AIRPORT PROPERTIES  
SUBDIVISION - PHASE 1  
PLAT BOOK K, PAGE 312

LOT 1B  
AIRPORT PROPERTIES  
SUBDIVISION - PHASE 1  
PLAT BOOK K, PAGE 312

LOT 2  
AIRPORT PROPERTIES  
SUBDIVISION  
PLAT BOOK K, PAGE 222

CH.B&D:N03°10'53"E 10.01'  
RAD:2932.40', ARC:10.01'

S88°53'36"E 607.85' (M)  
-N88°53'36"W 618.21' (M)

10' PUBLIC UTILITY & DRAINAGE  
EASEMENT ALONG THE  
SOUTH LINE OF LOT 1B

N01°06'24"E 18.00' (M)  
10' P.U.D.E.  
10' P.U.D.E.

10' P.U.D.E.

10' P.U.D.E.

S88°53'36"E 2409.13' (M)  
-N88°53'36"W 2409.13' (M)  
S01°06'24"W 18.00' (M)

GENERAL LEGEND	
○	Property Corner, Found
●	Set 5/8" Rubber With Yellow Cap Stamped "BWSC CA-1064.S"
SW	SOUTHWEST
SE	SOUTHEAST
NE	NORTHEAST
EP	Edge of Pavement
R/W	Right-of-Way
T	TOWNSHIP
R	RANGE
S	SOUTH
N	NORTH
W	WEST
E	EAST
SEC	SECTION
P.U.D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
---	EASEMENT LINE
---	EASEMENT AREA
---	MATCH LINE

SHEET 4  
SHEET 3

## VACATING EXHIBIT SKETCH

10' UTILITY AND DRAINAGE EASEMENT LYING OVER AND ACROSS A PORTION OF LOT 1B OF AIRPORT PROPERTIES SUBDIVISION - PHASE 1 AS RECORDED IN PLAT BOOK K, PAGE 312 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA

**BARGE**  
DESIGN SOLUTIONS

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REVISION INFORMATION			
NO.	DATE	BY	DESCRIPTION
1	10/20/11	JD	ORIGINAL DESIGNED
2			
3			
4			
5			
6			
7			
8			
9			
10			

SHEET 4 OF 5  
FILE NO. 3787600

F:\V3\104\_muntville\_survey\Projects\2022\21-flint Topo Survey - Muntville, AL\CADD\Easement Vacation S&D\3787600 easement vac.dwg

**DESCRIPTION OF 10' PUBLIC UTILITY AND DRAINAGE EASEMENT**

10' PUBLIC UTILITY AND DRAINAGE EASEMENT LOCATED OVER AND ACROSS A PORTION OF LOT 1B OF AIRPORT PROPERTIES SUBDIVISION - PHASE 1 AS RECORDED IN PLAT BOOK K, PAGE 312 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH CAPPED REBAR STAMPED "4SITE CA541LS" BEING THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND FURTHER DESCRIBED AS BEING THE SOUTHWEST CORNER OF LOT 1C OF AIRPORT PROPERTIES SUBDIVISION - PHASE 1 AS RECORDED IN PLAT BOOK K, PAGE 312 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE, ALONG THE WEST LINE OF SAID LOT 1C, NORTH 01 DEGREE 28 MINUTES 45 SECONDS EAST, 725.04 FEET TO A 5/8 INCH REBAR STAMPED "BWSC CA-106-LS" BEING THE NORTHEAST CORNER OF LOT 2 OF AIRPORT PROPERTIES SUBDIVISION AS RECORDED IN PLAT BOOK K, PAGE 222 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THENCE, ALONG THE NORTH LINE OF SAID LOT 2, NORTH 88 DEGREES 53 MINUTES 36 SECONDS WEST, 30.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1B AND MORE PARTICULARLY DESCRIBED AS THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, ALONG THE SOUTH LINE OF SAID LOT 1B THE FOLLOWING CALLS:  
NORTH 88 DEGREES 53 MINUTES 36 SECONDS WEST, 2409.13 FEET TO THE NORTHWEST CORNER OF SAID  
LOT 2;

SOUTH 01 DEGREE 06 MINUTES 24 SECONDS WEST, 18.00 FEET TO THE NORTHEAST CORNER OF LOT 1A OF AIRPORT PROPERTIES SUBDIVISION - PHASE 1 AS RECORDED IN PLAT BOOK K, PAGE 312 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA;

NORTH 88 DEGREES 53 MINUTES 36 SECONDS WEST, 618.21 FEET; THENCE, LEAVING SAID SOUTH LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 9932.40 FEET, ARC LENGTH OF 10.01 FEET, CHORD BEARING AND DISTANCE OF NORTH 03 DEGREES 10 MINUTES 53 SECONDS EAST, 10.01 FEET TO THE NORTH LINE OF A 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE, CONTINUING ALONG THE NORTH LINE OF SAID 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT THE FOLLOWING CALLS:

**SOUTH 88 DEGREES 53 MINUTES 36 SECONDS EAST, 607.85 FEET:**

NORTH 01 DEGREE 06 MINUTES 24 SECONDS EAST, 18.00 FEET:

SOUTH 88 DEGREES 53 MINUTES 36 SECONDS EAST, 2409.13 FEET; THENCE, LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF A 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, NORTH 01 DEGREE 06 MINUTES 24 SECONDS EAST, 538.65 FEET; THENCE, LEAVING SAID WEST LINE, SOUTH 88 DEGREES 53 MINUTES 36 SECONDS EAST, 10.00 FEET TO THE EAST LINE OF SAID LOT 1B; THENCE, ALONG SAID EAST LINE, SOUTH 01 DEGREE 06 MINUTES 24 SECONDS WEST, 548.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.82 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RIGHT-OF-WAYS, RIGHTS, RESTRICTIONS, AND COVENANTS RECORDED OR UNRECORDED.

[illegible]

## VACATING EXHIBIT DESCRIPTION

10' UTILITY AND DRAINAGE EASEMENT LYING OVER AND ACROSS A  
PORTION OF LOT 1B OF AIRPORT PROPERTIES SUBDIVISION - PHASE  
1 AS RECORDED IN PLAT BOOK K, PAGE 312 IN THE OFFICE OF THE  
JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA

**BARGE**  
DESIGN SOLUTIONS

200 Clinton Avenue // Suite 800 // Huntsville, Alabama 3581  
Phone (256) 533-1561 // Fax (256) 533-1584

**Ordinance No. 23-\_\_\_\_\_ (Cont.)**

**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, Alabama



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**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:**



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**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



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**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 29<sup>th</sup>

**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





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**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 29<sup>th</sup>

**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 24<sup>th</sup> day of February, 2023.

 (SEAL)  
NOTARY PUBLIC

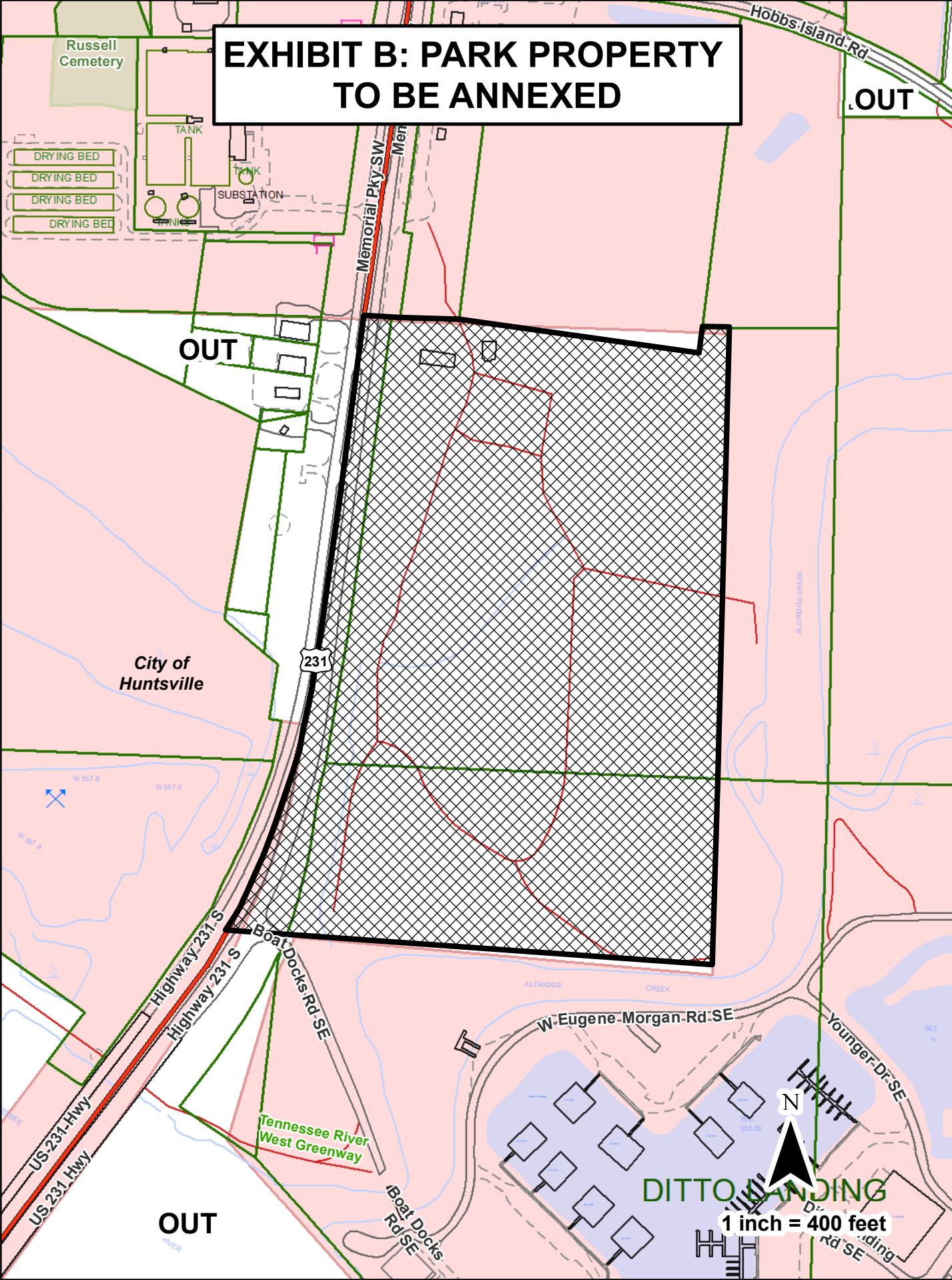
Expiration Date: October 29, 2023



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



**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 Angie Park Date 2-24-2023



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**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:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**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:** 2000-54-54160-440017-000000000

**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 2000-54-54160-440017-000000000, 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



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**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:**







# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**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. 23-205**

**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 Arc of Madison County to convey by donation the described property, said agreement being substantially similar in words and figures to that document identified as “Agency Agreement between the City of Huntsville and The 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 23, 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 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,  
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 23rd 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: 3/23/2023

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on this the  
23<sup>rd</sup> day of March, 2023.

**CITY OF HUNTSVILLE, ALABAMA**

**BY:** \_\_\_\_\_

Tommy Battle

**ITS:** Mayor

**ATTEST:**

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

Shaundrika Edwards

**Its:** Interim City Clerk

**AGENCY**

**THE ALABAMA SCHOOL OF CYBER  
TECHNOLOGY & ENGINEERING**

**BY:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**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





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## 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**

<u>Equipment #</u>	<u>Description</u>	<u>Serial #</u>
N/A	(12) c Continental Tire 295-75-R22.5	N/A



**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 City Clerk-Treasurer



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**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





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## 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



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**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).



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## 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



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-088

---

**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:**



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2710

---

**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.

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

**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, Alabama



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-089

---

**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

**ResolutiThon #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**

\$20.00 - Cemetery department from Dan Ryan.

\$41,906.00 - Donations for Police department for the following:

\$40,200.00 - The Net Church

\$ 1,706.00 - Reliant Technologies



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2711

---

**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

**ResolutiThon #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**

\$20.00 - Cemetery department from Dan Ryan.

\$41,906.00 - Donations for Police department for the following:

\$40,200.00 - The Net Church

\$ 1,706.00 - Reliant Technologies

**RESOLUTION NO. 23 - \_\_\_\_\_**

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

Donation for Cemetery department of \$20.00 from Dan Ryan.

Donations for the Police department in the total amount of \$41,906.00 from the following:

The Net Church	\$40,200.00
Reliant Technologies	\$ 1,706.00

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

**ADOPTED** this the 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, Alabama



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-090

---

**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and GovOS, Inc. for Business Licensing and Tax Software Solution. This will be a SAAS product (Software as a Service).

**Type of Document:** Resolution No.

**Finance Information:**

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

**City Cost Amount:** \$ 515,000.00

**Total Cost:** \$ 515,000.00 Plus annual renewal starting at \$400,000.00 per year.

**Special Circumstances:**

**Grant Funded:** \$ N/A

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2614

---

**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and GovOS, Inc. for Business Licensing and Tax Software Solution. This will be a SAAS product (Software as a Service).

**Type of Document:** Resolution No.

**Finance Information:**

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

**City Cost Amount:** \$ 515,000.00

**Total Cost:** \$ 515,000.00 Plus annual renewal starting at \$400,000.00 per year.

**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 is hereby authorized, to enter into a contract between the City of Huntsville and GovOS , in the amount of FIVE HUNDRED FIFTEEN THOUSAND AND .00/100 DOLLARS (\$515,000.00) for Business Licensing and Tax Filing Financial Software, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Contract between the City of Huntsville and GovOS," consisting of a total of one (1) page, plus seventy-four (74) additional pages consisting of a 3 page Cover Letter and Attachments A-D, and the date of March 23, 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 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, Alabama



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2614

---

**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and GovOS, Inc. for Business Licensing and Tax Software Solution. This will be a SAAS product (Software as a Service).

**Type of Document:** Resolution No.

**Finance Information:**

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

**City Cost Amount:** \$ 515,000.00

**Total Cost:** \$ 515,000.00 Plus annual renewal starting at \$400,000.00 per year.

**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 is hereby authorized, to enter into a contract between the City of Huntsville and GovOS , in the amount of FIVE HUNDRED FIFTEEN THOUSAND AND .00/100 DOLLARS (\$515,000.00) for Business Licensing and Tax Filing Financial Software, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Contract between the City of Huntsville and GovOS," consisting of a total of one (1) page, plus seventy-four (74) additional pages consisting of a 3 page Cover Letter and Attachments A-D, and the date of March 23, 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 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, Alabama

A nighttime photograph of the Huntsville, Alabama skyline. The city is illuminated with various lights, and a large fountain is visible in the foreground. The sky is a mix of purple and blue.

# City of Huntsville, AL

**GovOS Business Licensing & Tax Filing**

**GovOS** 

8310 N. Capital of Texas Hwy, Austin, TX 78731

p: 214.442.6668 | f: 214.442.6669 | [RFP@GovOS.com](mailto:RFP@GovOS.com)







On behalf of GovOS, I'd like to warmly welcome the City of Huntsville and its business owners.

Over the next few weeks, our implementation team will work tirelessly to ensure our Business Licensing & Tax solution is configured to your specifications. However, setup of your solution is just the beginning of our journey together.

GovOS proudly serves over 800 local government agencies and helps support almost 350,000 business owners across the country. GovOS is committed to, and focused on, growing our platform in partnership with our local government customers.

In addition, we are dedicated to ensuring that our platform is easy to use for the businesses that we support, including a dedicated support team focused solely on our business customers and trained on the types of issues that a business owner is most likely to have. We hold ourselves to a high level of service in all of our contracts, and we will continue to hire and train our team to provide that customer service level to Huntsville and its business owners. We are excited to bring our partnership to Huntsville and begin working with your business community.

As a product-led organization, our customers and their business owners are central to everything we do. This starts with a forward-looking vision rooted in addressing the most critical needs of our customers and their stakeholders.

Our long-term goal is to bring effortless business and citizen engagement so governments can focus on what matters most, managing and maximizing revenue collection to reinvest in the community.

We are making continued new investments to build a unified platform that best supports local governments and its constituents and business. The Business Licensing & Tax solution that Huntsville will be using is an integral component of our platform, and we intend to continue to develop and invest in this specific platform with new innovations and updates for at least the next ten years. Over the coming years, our Business Licensing & Tax product strategy will *simplify the user experience, enable faster data insights, and increase our users' workflow productivity and effectiveness* based on their roles and market needs. We will accomplish this by investing in the following areas:

- Streamline user workflows, making it easier for users to complete everyday tasks.
- Support data-informed decisions with insights and analytics.
- Eliminate redundant, manual tasks through process automation.
- Deliver incremental value by scaling and modernizing the Business Licensing & Tax solution.

These long-term, sustainable improvements ensure we continue to evolve our products and build solutions to address the needs of our users.

Vital to our mutual success is customer and user feedback, gathered by a product team empowered to understand and incorporate the voice of the customer in everything we build. We look forward to working with you and business owners in the years to come as we execute our product vision and strategy.





In creating this partnership the following items are included in this packet and considered as a whole, the contractual agreement between GovOS and the City of Huntsville:

- A. Business Licensing and Tax Filing Proposal (Attachment A – containing 56 pages)
  - a. This includes the Request for Information (RFI Questionnaire)
- B. Terms of Use – Business License - City of Huntsville (Attachment B – containing 9 pages)
- C. SAAS Questionnaire Response dated 3/14/2023 (Attachment C – containing 5 pages)
- D. DLT Price Quote (Attachment D – containing 2 pages)

Pursuant to the terms of payment and renewal of the subscription found in the above documents, pricing for this project shall be as follows:

**Year 1** – \$515K 30% up front – the remaining at go live. If go-live is after 12 months, then the beginning of year 2 will reset to this date.

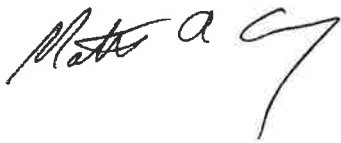
**Year 2** - \$400K

**Year 3** - \$412K – 3% increase

**Year 4** - \$432,600 – 5% increase

**Year 5 and beyond** – At renewal the price will not increase beyond the US CPI for Technology – avg for the previous calendar year with a ceiling of 7% each year.

Sincerely,



Matt Coury  
President & Chief Operating Officer  
GovOS



January 25, 2022

# City of Huntsville, AL

Business Licensing & Tax Filing



8310 N. Capital of Texas Hwy, Austin, TX 78731  
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Prepared for:  
**Penny Smith**  
*Director of Finance*

Submitted by:  
**Matt Polovich**  
*Enterprise Account Executive*

Attachment A  
Page 1 of 56



Dear Ms. Smith,

Thank you for the opportunity to propose the GovOS Business Licensing and Tax software solution. Our online tax software solution provides an intuitive interface for business owners while delivering streamlined tax accounting and enforcement solutions. Our solution was created and designed by a former City Finance Director and CPA to solve the real world issues you are seeing every day. We understand the challenges you face every day, and our partnership will make it easy for you to manage your complicated business licensing and tax requirements. The following are just a few of the ways that we will deliver the best solution for the City of Huntsville and your citizens:

- ✓ Experience with complex projects similar in size and scope of the City of Huntsville
- ✓ A designated Account Manager, who will present you with industry best practices to continually drive improved adoption and compliance
  - This will allow The City of Huntsville to utilize a single point of contact for all their needs, including onboarding, go-live and continued enhancement
- ✓ A designated support line and email, which is separate from the City's support features, for the citizens that will eliminate time consuming processes for the city staff
- ✓ We help drive adoption to tax filing portal, with tasks that create good, prompt filing and renewal habits, leaving less up to taxpayer discretion

The outlined objectives from the City of Huntsville align directly with the features of our product and expertise of our team.

Since our inception, GovOS continues to deliver software solutions and support expertise to hundreds of clients all over the country, including the cities of Dallas, Eugene, and Colorado Springs. Our System was also selected through the competitive RFP processes for the Colorado Department of Revenue and Alaska Municipal League as their remittance system for all taxing jurisdictions in these states.

We pioneered online tax software solutions and have built our product and support to optimize the user experience and staff efficiencies. Our clients enjoy an over 95% paperless remittance and correspondence rate. As a result of the excellent solutions and support, GovOS tax has a 98% client renewal rate. Our software has delivered almost \$2 billion in online tax and license revenues to our clients throughout the country and more than 200,000 businesses trust our software for their tax and license compliance.

Businesses across the country trust the GovOS Tax product suite for their remittances and licensing and we have seamlessly delivered taxes and fees to our clients through automation with our secure merchant processing partners. Throughout the past decade, we have continued to innovate by adding new features by working closely with both the city and the end users of our tax system – the taxpayers.

Our expert team and the best practices that we employ in delivering solutions to our clients, would undoubtedly empower the City of Huntsville and our intuitive integrated solutions would present the City's best foot forward to your business community.



Sincerely,

Matt Polovich  
Enterprise Account Executive



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## Company Overview

GovOS has experience implementing our software solution in communities who seek to accelerate the effectiveness of their tax revenue management system and modernize their processes. As the City evaluates the best solution to improve services to taxpayers and operational efficiency, know that our Tax solution presents the customer experience and advanced administrative functionality that the City of Huntsville seeks.

For more than a decade, we have delivered tax software solutions and support expertise nationwide. Currently businesses across over eighty municipalities trust the GovOS Tax product suite for their remittances/licensing needs. We seamlessly deliver taxes and fees to our jurisdiction clients through automation with our secure merchant processing partners. We continue to innovate with new system product features by working closely with its end users – the taxpayers. For example, we worked closely with the City of Eugene's major payroll tax providers in the bulk filing features our System offers to make their registration and remittance process as easy as possible. We partnered with City of Colorado Springs to develop for their consolidated sales tax filing feature. Our unmatched product offerings and level of ongoing customer support is instrumental to our unparalleled client retention rate.



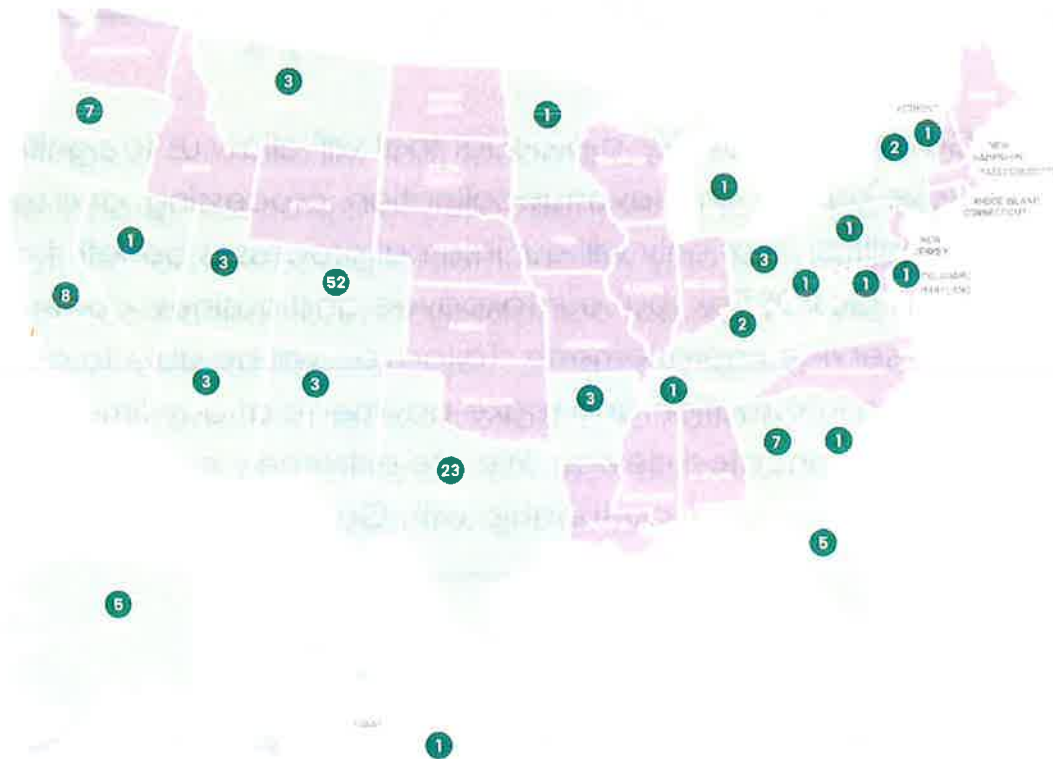
"GovOS Tax provides a product that will allow us to significantly improve our tax and revenue collection, processing, and reporting capabilities. Not only will our internal processes benefit from our move to GovOS Tax, but our taxpayers and business community will also see service improvements. Taxpayers will be able to access their tax filing information and make payments at any time from any internet connected device. We are extremely excited for our new partnership with GovOS."

**Ezequiel Vasquez, Revenue Manager**  
City of Arvada, Colorado

Composed of seasoned state and local Tax and Finance experts, Software Engineers, and Customer Success Managers, our team is committed to fully serving and innovating for municipal governments. Our Tax product, when combined with our expert staff who have configured similar self-service tax remittance sites throughout the country, is ready to for the City of Huntsville. Our best practices will help the City ensure a timely onboarding and immediate business user adoption to maximize online filing, the utilization of our business support team and automatic revenue delivery.

Our GovOS online Tax Software solution provides an intuitive interface for taxpayers and City staff functions while delivering streamlined enforcement solutions. Our expert team and the best practices we employ delivering solutions to our clients will undoubtedly empower the City of Huntsville. Our intuitive integrated solutions will present the City's best foot forward to your business community.

Our System will be tailored to align with the City's desired aesthetic. The site will include City logo and branding, specific city language, and instinctive controls. As described, the City of Huntsville GovOS Tax portal will allow taxpayers to register, file returns, and update contact information. Users will have 24/7 access to view real-time information related to their account status, history, and correspond with the Tax Department.



GovOS' presence throughout the country.



GovOS has experience implementing similar solutions in communities across the country who have sought to accelerate the effectiveness of their revenue and collection management system and modernize their processes. As the City evaluates the best solution to improve services to taxpayers and operational efficiency, know that the GovOS solution presents a modern business experience and the advanced administrative functionality that the City of Huntsville is seeking.

In the City of Huntsville's GovOS system, we can readily automate program processes administered by the City's Finance Department, Bureau of Revenue.

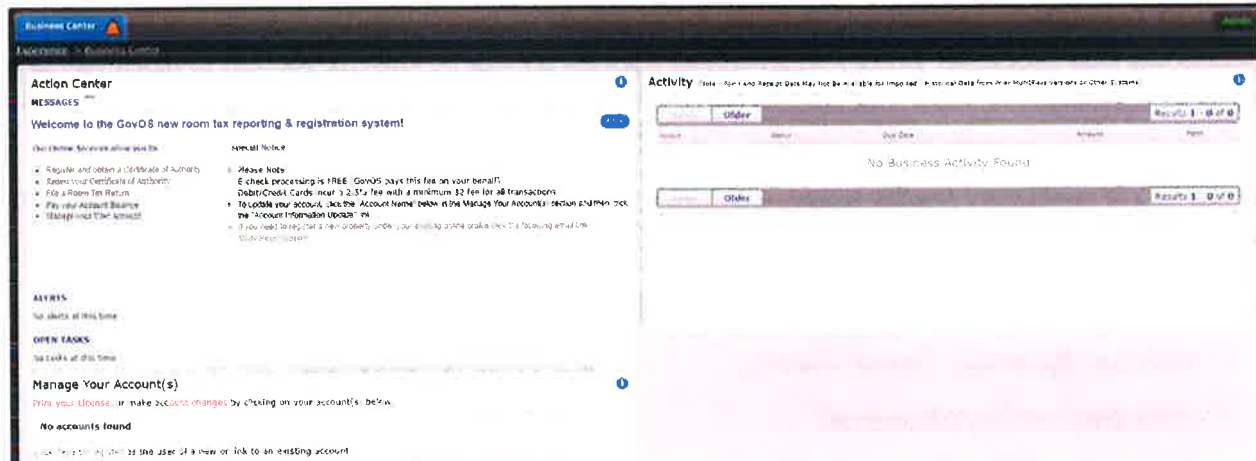
**Our online solutions offer flexible and streamlined functionality to drive collection of:**

- ✓ Alcoholic Beverage Control Licensing
- ✓ Limousine/Taxi Service Licenses
- ✓ Home Occupation Business License
- ✓ Alcoholic Beverage Tax
- ✓ Other required taxes and licenses
- ✓ Occupational License Tax
- ✓ Sales/Use Tax
- ✓ Additional licensing workflows for the business community can be added in the future using our workflow tools in a short onboarding schedule, making this portal the single compliance location for all businesses, if the City desires in the future.



"Working with GovOS has been a great partnership for the Town of Vail. The flexibility of their product and ability to customize has streamlined our licensing and tax collections. The GovOS team is responsive and committed to customer satisfaction. From conversion to onboarding, and now ongoing support – they have been invaluable in creating a system, that works for both our business community and municipal staff."

**Alex Jakubiec, Manager, Revenue**  
**City of Vail, Colorado**



Admin users view of our landing page once logged into our System.

Each GovOS client community has a unique web address, (ex: [www.Huntsville.GovOS.com](http://www.Huntsville.GovOS.com)). Here, we develop dynamic system tools that allow each jurisdiction to configure their own processes to meet their regulatory requirements. These workflows can include applications, document uploads, fees, and approvals. Additionally, our System automates and presents tax forms to businesses to remit and pay online. Online payments are then automatically funded, daily, to the City's desired bank account(s). Your administrative staff can utilize our delinquency features, including the Notifications Tool to email or print notices to businesses who are delinquent on tax filings or registration requirements.



"I want to compliment the Town of Carbondale for making it extremely easy to do business with you. I love the govos.com site. If only it were as easy to do business with the rest of the municipalities!  
Thank you for leading the way!"

**Property owner in Carbondale, Colorado**

Once a workflow or Tax form has been assigned to a business user, the user interfaces with the Self-Serve portal to complete each step of assigned material. All notifications and assessments are delivered electronically to businesses via email and presented within their login to increase compliance and reduce delinquency. The automated functionality provided through GovOS' technology coupled with our expert customer support team will quickly add valuable efficiencies to your Revenue Collection and Discovery, and Recovery.

## BUSINESS TAX LICENSING EXPERIENCE

### Lodging Tax Form

824810

Marco Island Short-Term Rental (Owner: Jon Taylor)

Period: 10/10/2022 Due: 10/21/2022 Current Time: 10/10/2022 Late: NO

Transient Room Tax Reporting Form		
1a	Number of Taxable Homes/Units Available to Rent *	
1b	Number of Available Room Nights (click for details) *	
1c	Number of Room Nights Rented (click for details) *	
2	Total Gross Rent (click for details) *	
3a	Less Rents and fees for stays over 30 successive calendar days	0.00
3b	Less Recreation Fees for use of Destination Resort Facilities (click for details)	0.00
3c	Less Airbnb Platform Rentals (click for details)	0.00
3d	Less VRBO Platform Rentals (click for details)	0.00
3e	Less Expedia Platform Rentals (click for details)	0.00
3f	Less Other 3rd Party Intermediary Please list: (click for details)	0.00
3g	Less Other: Please list:	0.00
4	Total Allowable Deductions	0.00
5	Taxable Rent	0.00
6	Tax Due (Multiplies Line 5 by 8%)	0.00
7	Less Collection Reimbursement Fee (Multiply Line 6 by 5%)	0.00
8	Net Tax Due	0.00
9	Penalty (10% of line 8 plus 15% of line 8 if additional 30 days past due)	0.00
10	Interest (1/2 of 1% of line 8 per month)	0.00
11	Total Penalty and Interest (Line 9 + Line 10)	0.00
12	Total Amount of Tax Due (Line 8 + Line 11)	0.00

**AFTER SUBMITTING THIS FORM** with the orange submit button below, ALL FILERS must continue through the shopping cart to obtain a receipt, including Zero Filers.

**ZERO RETURN:** You must complete a zero dollar filing. Submit your form below, moving through the cart to complete the zero transaction.

Once a form has been properly completed, a receipt will be issued and the form will no longer appear as an open task in the Business Center.

I CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Name (as electronic signature): \*

Title \*

Date \*

10/10/2022 15:31:50

[Audit Logs](#)

Category Date User Note

[Save and Return to Business Center](#)

[Submit](#)

Business users view of a configurable tax form.

Our System will provide the City with performance improvements, increased efficiency, and enhanced coordination with your financial systems. Some specific performance and efficiency improvements the City will benefit from include:

**Increase in online remittances by taxpayers. When our best practices for business communication are utilized, our clients enjoy 95% remittances online. This reduces:**

- ✓ The volume of tax remittances that need to be processed by City staff,
- ✓ The mathematical errors on manually prepared tax returns that City staff need to correspond with businesses for,
- ✓ Incorrect tax remittances that exclude appropriate late charges which then require billing follow up by City staff and create greater delinquencies and delayed revenue receipt.

The ability to transmit notifications electronically through the GovOS Tax System reduces the time and cost with paper mailings.

**Our automation system provides multiple benefits, some of which include:**

- ✓ Automated assignment of tax forms after a business has registered. This ensures that non-filer reporting and delinquency reporting are always accurate, and taxpayers are always fairly assessed.
- ✓ Automated email reminders to authorized account users reduce the number of delinquent accounts to be managed by staff and improve the timing of revenue.
- ✓ Automated licensing makes it easier for businesses to renew ensures that delinquency notifications can include businesses who are not licensed or allowed a license to expire.

As described, the Huntsville GovOS portal will allow taxpayers to register, file returns, and update contact information. Users will have 24/7 access to view real-time information related to their account status and history, as well as correspond with the Finance Department, Bureau of Revenue.

## Experience and Qualifications

The GovOS Tax solution pioneered online revenue collection and management system technology. We have built our product and support to optimize the user experience and staff efficiencies. Our clients enjoy an over 95% paperless remittance and correspondence rate. Our 99% client renewal rate is a testament to the reliable results that we deliver to our clients.

GovOS software serves as the Business Revenue System of Record for states and communities nationally. Our Tax and Licensing Systems of Records include:

- ✓ Liquor Tax
- ✓ Admission Tax
- ✓ Online Business Licensing / Registration
- ✓ Sales Tax Collection
- ✓ Occupancy Tax Collection
- ✓ Excise Tax Collection
- ✓ Sales & Use Tax Single Filing Portal (Colorado)
- ✓ Marijuana Tax Collection
- ✓ Short-Term Rental Compliance Monitoring
- ✓ Short-Term Rental Property Identification
- ✓ Local Business Incentive Rebate Tracking
- ✓ Lodging Tax
- ✓ Miscellaneous Licensing
- ✓ Payroll Tax Collection
- ✓ Use Tax Collection
- ✓ Remote Sellers Tax Collection (Alaska)
- ✓ Telecommunications Tax Collection
- ✓ Alcoholic Beverage Revenue Collection
- ✓ Valuable Articles Tax Collection
- ✓ Waste Transfer Surcharges
- ✓ Tax Increment Finance Tracking
- ✓ Self-Employment Tax Collection

GovOS has a proven track record of completing client conversions on time and on budget. In addition to our online Tax Collection and Licensing Modules, our System is a complete system of record, which includes Administration Modules to eliminate manual and paper-based processes in various, disparate systems used today.

**These Modules include:**

- ✓ Reconciliation Module including General Ledger reporting
- ✓ Ability to Accept Partial / Under Payments, including Carrying Balance on Specific Revenue Items
- ✓ Payment Plans
- ✓ Cashiering Module for Paper Payments
- ✓ Estimated Assessments, including unique calculations for lookback period and integrated Notifications with GovOS Smart Fields
- ✓ Notifications Module with unlimited, easy to use built-in word processing templates and GovOS Smart Fields
- ✓ Business Audit Module
- ✓ Consolidated Account Functionality
- ✓ Bulk remittance for accountants, third party filers and property managers
- ✓ GIS Interface Options for address accuracy
- ✓ Standard, out-of-the Box Detailed and Summary Reports
- ✓ SQL Database Access for unlimited and unique report writing and queries for clients
- ✓ Admin Tools to Process Returned Payments and Move Returns from One Account to Another
- ✓ Alerts to Flag and Report on Accounts

## Portal Design Overview

GovOS' online Registration and Tax Collection Modules are conveniently located in the same cloud-based portal to serve as a one-stop-shop for all City related business tasks.

Taxpayers begin their experience with our user email validation and secure login process. They'll set up the password they'll use along with their username the next time they login.

Given that our System meets SOC2 security standards, when City users register, they are also required to set up Multi Factor Authentication (MFA) upon registering. If requested, we can also add this level of security for business users.

Business users will create an account in Huntsville's custom portal to register, apply for a new license or permit, or renew a license or permit.

## Business Center

Once a taxpayer validates their credentials, they are presented with the self-service Business Center. Here they have access to:

- ✓ Complete any Open Tasks (i.e., outstanding tax forms, registration applications/renewal)
- ✓ Add or Connect to Additional Businesses
- ✓ Submit Changes to Address, etc. for approval by the City
- ✓ Review Historical Records
- ✓ Tax Professionals have the option to remit payment for tax returns with one payment
- ✓ Review any prior notifications sent via mail or email

**OPEN TASKS** 5 ⊘ past due tasks.

**Downtown Condo Rental**

- Hotel/Motel Tax Form (Monthly Filer - Due by 20th day)**
  - ▶ [Submit Hotel Occupancy Tax Form \(new\)](#)
- Hotel/Motel Tax Registration Renewal - 2022**
  - ▶ [Read Registration Requirements \(new\)](#) ⊘

**Handy Hardware, LLC**

- Sales/Use Tax Form - Q4 2021**
  - ▶ [Submit Sales Tax Form Sample \(new\)](#)
- Alcoholic Beverage Permit Fee**
  - ▶ [Read Required Submissions \(new\)](#)
- Alcoholic Beverage Tax Remittance Form**
  - ▶ [Read Alcoholic Beverage Tax \(new\)](#) ⊘

**Uptown Taphouse**




Business users view of open/past due tasks.




The Action Center automatically guides taxpayers or businesses to the next required task in their workflow. Whether a tax form or registration workflow, we make it easy to understand what is required to remain in compliance within your community. Additionally, automated email notifications and alerts remind users where they left off, with a secure link to log back into our System to complete the next item.

### Manage Your Account(s)

Print your License/Permit, or make account changes by clicking on your account(s) below.

Name	DBA	Acct#	Code
 Downtown Condo Rental	N/A	013222	QW5ORX
 Handy Hardware, LLC	N/A	008410	3TWA7D
 Uptown Taphouse	Uptown Taphouse	008236	KNA5NL

► [Add or remove](#) accounts from your user login by clicking here

 [Need to submit a new contract summary or amend an existing summary? Click here.](#)

### Manage Your User Account

**USER/ LOGIN OR EMAIL ADDRESS UPDATE:** Click [HERE](#) to register a new email address. Be sure to jot down your 6 Digit Account Number and 6 Digit Activation Code from the Manage Your Account section above first!

**NO LONGER MANAGE AN ACCOUNT?** To remove this user email from managing an account, Click [HERE](#) and use the red "Remove" Button to remove yourself from the account.

Business users view of license/permits registered to them.

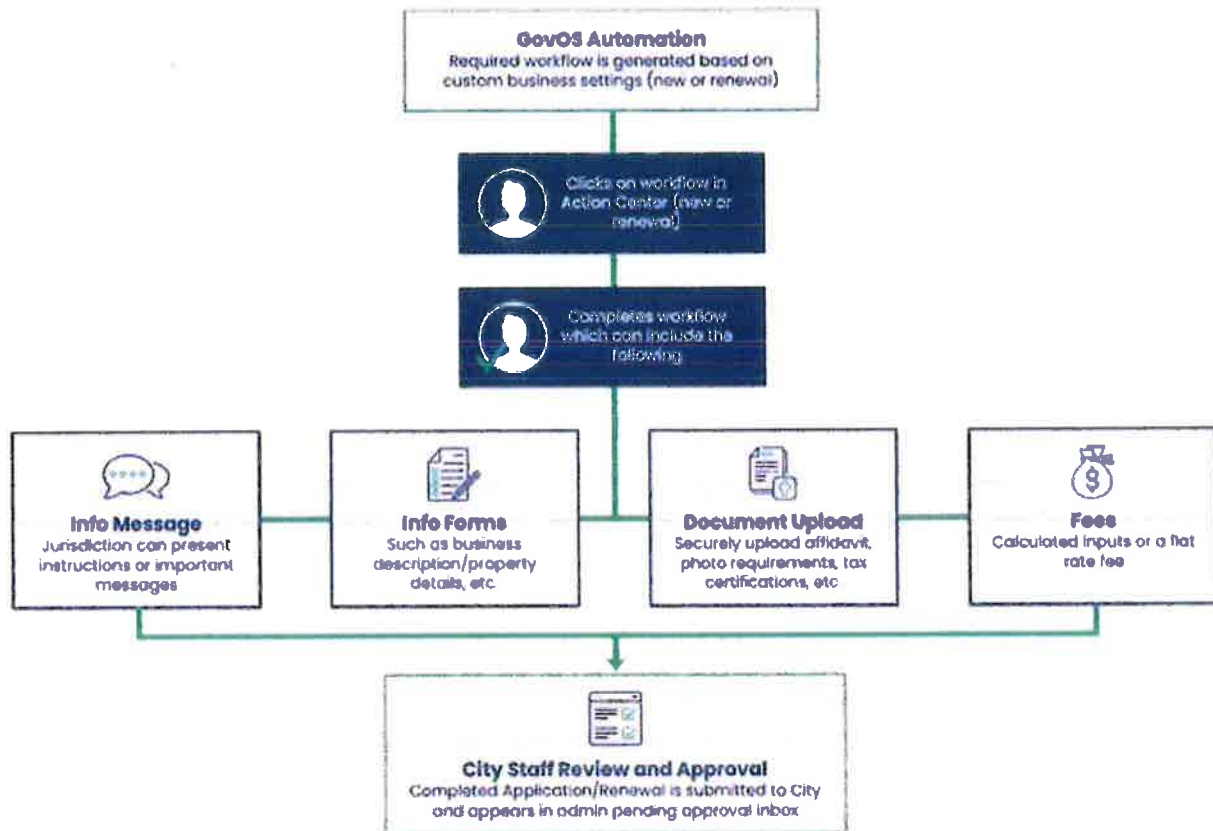


## Registration Overview

- Available should you decide this feature is beneficial, GovOS' Business Registration and Tax Collection Portal is a user-friendly platform business users use to register businesses and remit applicable taxes. City staff will collaborate with the GovOS Conversion Specialists and Account Managers to design task-based workflows that will be presented to business users in the portal. Workflows have the necessary features to replicate and optimize the City of Huntsville's desired registration and remittance processes, including custom form building, auto-calculations, dropdown menus, e-signatures, document uploads, review & approval mechanisms, and more. With our dynamic, configurable workflow tools, new workflows can easily be created in the future as well – our System provides flexibility and can be adapted as your taxation and business community evolves in the future.

The Registration Module includes the following features. Note that your Conversion Specialist will work with your team to design your workflows as part of the onboarding process and your team will be able to perform User Acceptance Testing on each workflow in our staging environment during the launch process:

- ✓ Configurable online registration workflows which can include registration forms, informational messages, document uploads, auto-calculated fees, and an approval task.
- ✓ Registration forms are configured to meet your needs and include user entry text fields, dropdowns, check boxes, radio buttons, an electronic signature and validation to ensure you collect clean data.
- ✓ Automated renewals, including configurable renewal start date (ex: 60 days before expiration), renewal due date (ex: on license expiration date), renewal workflow and expiration date (ex: rolling or calendar year).
- ✓ Automated email reminder notifications and easily customizable notification templates.
- ✓ Custom application approval workflows, capable of interdepartmental collaboration for one approval.
- ✓ Customizable and printable licenses that will auto-populate business users' information.
- ✓ All reporting of license data can be exported in Excel/CSV format at any time.
- ✓ Forms and portal can be accessed via mobile devices.



Registration Workflow.

## City Administration Approval Process

Also available, our approval process allows City staff to review submitted documents and enables easy-to-use cross-departmental collaboration to assess the entire online workflow digitally. GovOS offers unique group rights protecting data between departments (including inspections, account edits, and customized business owner outreach).

For example, the Building & Planning department can participate in the online approval process, yet not see specific taxpayer remittances.

Once staff approves an application, details are auto populated in the business' profile. The approval also activates the underlying automated renewal settings associated with the registration.



**Approval Routing**  
Approval status: **Waiting on Another Dep't** ▼

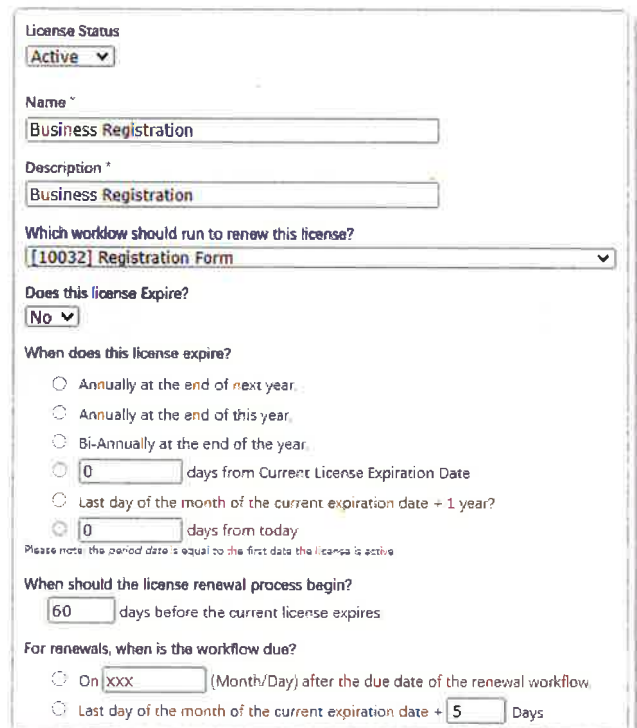
<b>Approve</b> Sales Tax & Licensing Vacation Rental Registration Remove group	<b>Approve</b> Community Development Vacation Rental Registration Remove group	<b>Reset</b> Zoning Approval STR Permit
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Admin users view of completed tasks assigned to that user.

## Renewals

Each registration/permit type will have defined renewal settings determined during the conversion process. Our automation system follows the City's unique renewal rules and presents the workflow to all businesses in the Business Center based on the frequency you determine.

Workflows for new business applications, new licenses, and license renewals can all contain unique tasks that are specific to that phase of the business' journey.



**License Status**  
**Active** ▼

Name \*  
Business Registration

Description \*  
Business Registration

Which workflow should run to renew this license?  
[10032] Registration Form ▼

Does this license Expire?  
**No** ▼

When does this license expire?

☐ Annually at the end of next year.

☐ Annually at the end of this year.

☐ Bi-Annually at the end of the year.

☐ 0 days from Current License Expiration Date

☐ Last day of the month of the current expiration date + 1 year?

☐ 0 days from today

Please note: the period date is equal to the first date the license is active

When should the license renewal process begin?  
60 days before the current license expires

For renewals, when is the workflow due?

☐ On xxx (Month/Day) after the due date of the renewal workflow.

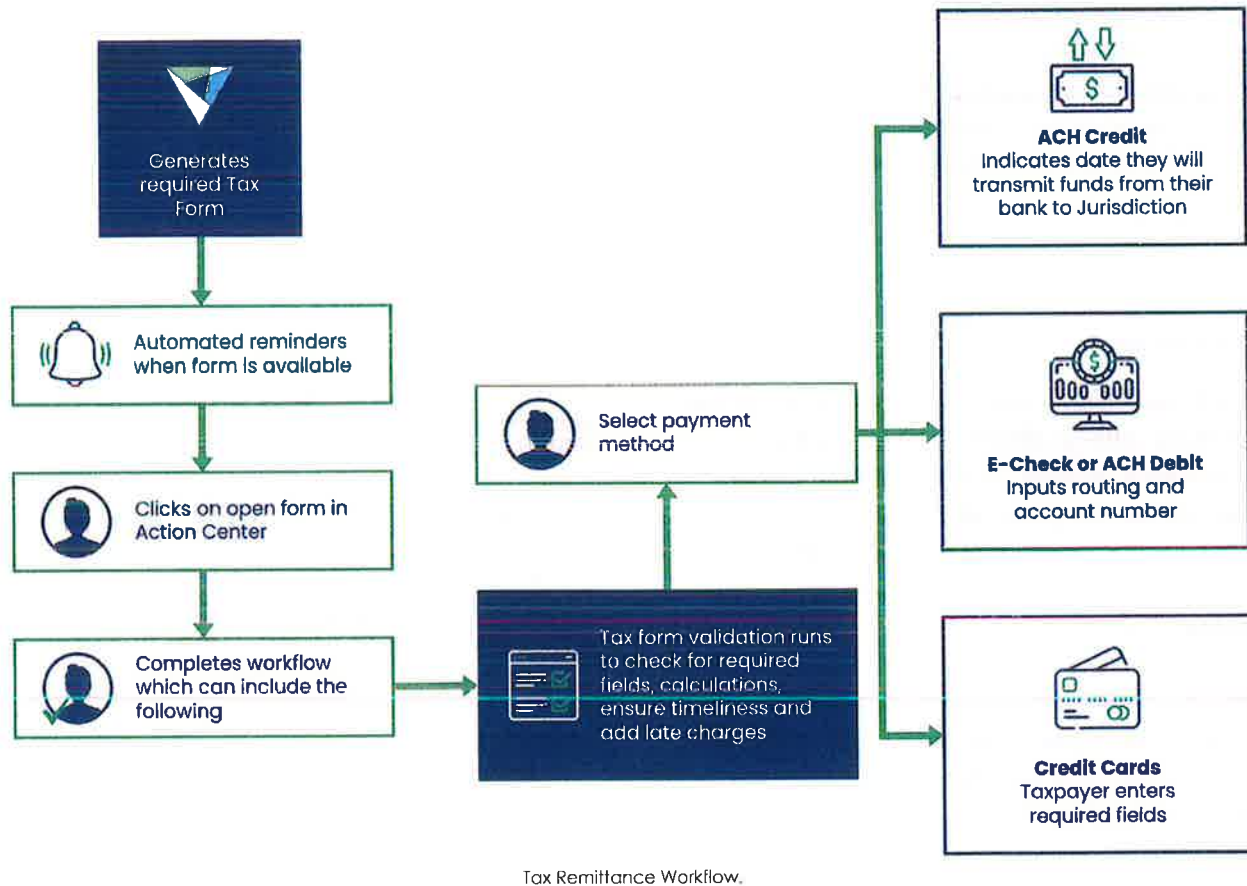
☐ Last day of the month of the current expiration date + 5 Days

Admin users view of a renewal notification status.

## Online Tax Remittance

The GovOS online Tax Remittance System offers the City of Huntsville efficient user task management, simple online auto-calculating tax forms, online payment collection, payment due reminders, and access to robust reporting tools. Our solution provides a single system of record for the City that improves staff efficiency while offering an intuitive online experience for taxpayers. Today, our Tax Remittance system processes and automatically transfers **\$15 million per month** in taxes and fees to our clients.

Each taxpayer will register in the GovOS system using our secure process, as described above.



## Custom Tax Forms

Your Account Manager and Conversion Specialist works closely with City staff to design the layout and order of tax form(s) for business users. All auto-calculations, penalty and interest fees, and exemption explanations will align with the City's tax form requirements. Tax forms are mobile-friendly and accessible using any browser-based device.

Period: 06/30/2021 Due: 07/20/2021 Current Time: 01/12/2022 Late: YES Days Late: 176

Sales & Use Tax		
1	GROSS SALES AND SERVICE *	100000.00
2A	ADD: BAD DEBTS COLLECTED	0.00
2B	TOTAL LINES 1 & 2A	100000.00
3A	NON-TAXABLE SERVICE SALES (INCLUDED IN LINE 1 ABOVE)	0.00
3B	SALES TO OTHER LICENSED DEALERS FOR PURPOSES OF TAXABLE RESALE	0.00
3C	SALES SHIPPED OUT OF CITY AND/OR STATE (INCLUDED IN LINE 1 ABOVE)	0.00
3D	BAD DEBTS CHARGED OFF (ON WHICH CITY SALES TAX HAS BEEN PAID)	0.00
3E	TRADE-INS FOR TAXABLE RESALE	0.00
3F	SALES OF GASOLINE AND CIGARETTES	10000.00
3G	SALES TO GOVERNMENT AND CHARITABLE ORGANIZATIONS	0.00
3H	RETURNED GOODS	0.00
3I	PRESCRIPTION DRUGS AND PROSTHETIC DEVICES	0.00
3J	OTHER DEDUCTIONS (LIST)	0.00
3K	OTHER DEDUCTIONS (LIST)	0.00
3L	OTHER DEDUCTIONS (LIST)	0.00
3	TOTAL DEDUCTIONS (TOTAL OF LINES 3A - L)	10000.00
4	TOTAL CITY NET TAXABLE SALES & SERVICE (LINE 2B - LINE 3)	90000.00
5	AMOUNT OF CITY SALES TAX (LINE 4 x 3.53%)	3177.00
6	ADD: EXCESS TAX COLLECTED	0.00
7	TOTAL CITY SALES TAX (ADD LINES 5 & 6)	3177.00
8	DEDUCT VENDOR FEE IF PAID BY DUE DATE (LINE 7 x 3%, MAX \$25)	0.00
9	TOTAL SALES TAX (LINE 7 - LINE 8)	3177.00
10A	AMOUNT SUBJECT TO USE TAX	15000.00
10B	CITY USE TAX (LINE 10A x 3.53%)	529.50
11	TOTAL TAX DUE (LINE 9 + LINE 10B)	3706.50
12A	PENALTY (LINE 11 x 10% IF LATE)	370.65
12B	INTEREST (LINE 11 x 0.5% x MONTHS LATE OR PART THEREOF)	111.19
13	TOTAL TAX, PENALTY & INTEREST DUE *	4188.34

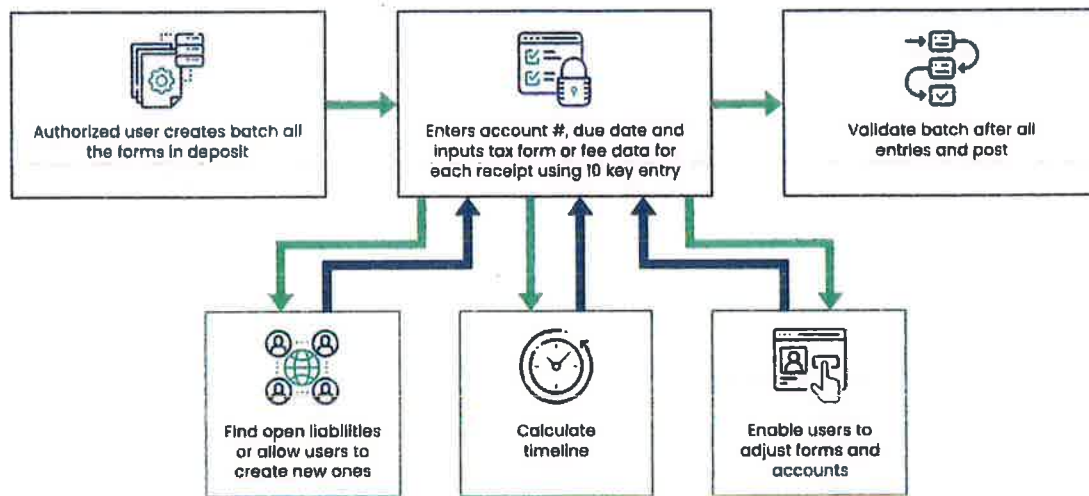
I CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Business users view of a customizable tax form.

## Batch Processing

The GovOS system is a fully integrated accounting system allowing administrative access to the Batch Processing/Cashiering system.

Underpayments are accepted in Batch Processing. GovOS can figure underpayments to carry the outstanding balance on specific revenue items and continue the interest/and or penalty calculation through the next date of payment. With this configuration option, revenue is recognized when cash is received.



Batch Process Workflow.

## Notifications

Our Notifications Module allows administrative users to create and send notices through our easy-to-use templates and queries. Each of your jurisdictions has access to unlimited templates; our expert Support, Conversion Specialist, and Account Manager team will assist with set-up and configuration of notifications during onboarding. Your Account Manager and Support team are also available to assist with future updates.

For example, most of our communities have created delinquency notifications that include the following smart fields:

- ✓ Jurisdiction Logo
- ✓ Business mailing information
- ✓ Current Date
- ✓ List of all open tasks
- ✓ Current Account Balance
- ✓ Business Center Web Address

Our Notifications Tool allows administrative users to easily select businesses that should receive the notification. These queries can be saved for future use.

With our online system, administrative users can send Notifications via email. Our System tracks when the email was delivered and when it was opened by each business user.

Notifications are also published to the Business Center. Businesses are prompted to read all notices that 1) are email delivered and have not yet been opened, and 2) were mailed in the last 30 days. Businesses can also access all prior notices in the Business Center for a complete archive as well.





# CITY OF OCEANSIDE

FINANCIAL SERVICES DEPARTMENT

December 15, 2021

[Parcel Owner Name]  
[Parcel Address]  
PALMDALE, CA 93550

Re: Short-term rental at [Parcel Address]

Dear [Parcel Owner Name]:

Recently, the City of Oceanside contacted you requesting that you register your reporting and remitting of Transient Occupancy Tax. To date, we have not received application.

Please register your property **within five (5) days of the date of this letter** via our licensing system called MUNIREs at <https://oceanside.munire.com>. After registration and selecting a password, you will be prompted to utilize the following in your property:

Account Number: XXXX  
Activation Code: XXXXX

Unless a completed application and TOT registration is received within five (5) days, we directed to the Code Enforcement Division.

The City of Oceanside Code Enforcement Division has been directed to enforce Code by issuing citations to property owners that are operating without having properly fail to remit transient occupancy tax. We encourage you to avoid the citation by registering your property.

If you have any questions about this request or feel you have received this letter in error, support at (805) 751-1911 or [support@logins.com](mailto:support@logins.com).

Sincerely,  
Revenue Compliance  
Financial Services Department

Configurable Notification letters sent to Business users.

## CITY OF ALBUQUERQUE

CODE ENFORCEMENT  
Plaza Del Sol Building, Suite 600  
600 1<sup>st</sup> Street NW  
Albuquerque, NM 87102  
Tel: (505) 454-1850 Fax: (505) 954-1847



Timothy M. Keller, Mayor

June 25, 2021

Owner Name  
Address

RE: Short-Term Rental Operation, Permit Required

Dear Name,

Based on the advertisement(s) listed below, Property Address has been identified as a short-term rental located in the city of Albuquerque. "Short-term rental" means that all or a part of a dwelling unit is rented for periods of 29 consecutive days or less, per occurrence.

ADVERTISED LISTING(S) URL(S)

[Redacted URL]

Any person operating a short-term rental must have a valid short-term rental permit as required by city Ordinance, 13-19-1, Short Term Rental. A business license is also required, and operators must collect and remit lodging taxes and hospitality fees to the city. The Short Term Rental Ordinance is effective April 23rd, 2021. The city won't begin receiving permit applications until the new website is operational on May 3rd, 2021.

To apply for a short-term rental license, go to <https://albuquerque.munire.com/>. After registering your email and selecting a password, use the following information to link your property, and then complete the short-term rental license application:

Account Number: [Redacted]  
Account Code: [Redacted]

An application for a short-term rental license must be submitted by June 30th, 2021. Failure to comply may result in enforcement action, including but not limited to the actions specified in Section 13-19-1 of the Albuquerque Code of Ordinances.

If you have questions or concerns regarding this notification or the application process, please email [support@logins.com](mailto:support@logins.com) and (888) 751-1911.

Sincerely,

Planning Department  
Code Enforcement Division



Authorized administrative users can review archived notifications in a few different ways:

- ✓ At the Notifications Menu, the user can review all notifications sent. This can be filtered by status (i.e., opened or returned emails), business, type of notification, etc.
- ✓ On each business, the user can see all notifications ever sent to that business.

No matter which location the administrative user utilizes to review prior notifications, the user can reproduce the exact notice as a PDF document and download it for use with other departments, such as legal or court proceedings. In addition, all notification views show the date the notification was either mailed or delivered, and the date it was opened if it was sent via email delivery. All of this collected data ensures the City has all the details necessary to pursue delinquent accounts as this process accelerates within our System of record.

**Notification Tool**

Controls  
Open Tax Tasks 1-1-1900 to 10-22-2018

Columns  
Optional Columns (Show)

Filters  
Business Filters (Show)  
Business & Transaction Date Filters (Show)  
Task Filters (Show)  
Notification Filters (Show)

Search  
Search for [Q] within All

View Business List Add Notification

Business ID	Account Number	Business Address	Notification Type	Date
14806	008076	Residential	Not Registered for MUNIRevs	22 2015
28	000028	Downtown	Delinquency Letters	22 2015
40	000040	Eastside	Failure to File Notice	22 2015
150	000150	Downtown	Final Notice - Failure to File	22 2015
162	000162	Downtown	Outstanding Balance	22 2015
524	000524	Residential Zone	Registration Instructions	22 2015
664	000664	Uptown	Delinquency Letters	22 2015

**Add notification**

Name [ ]

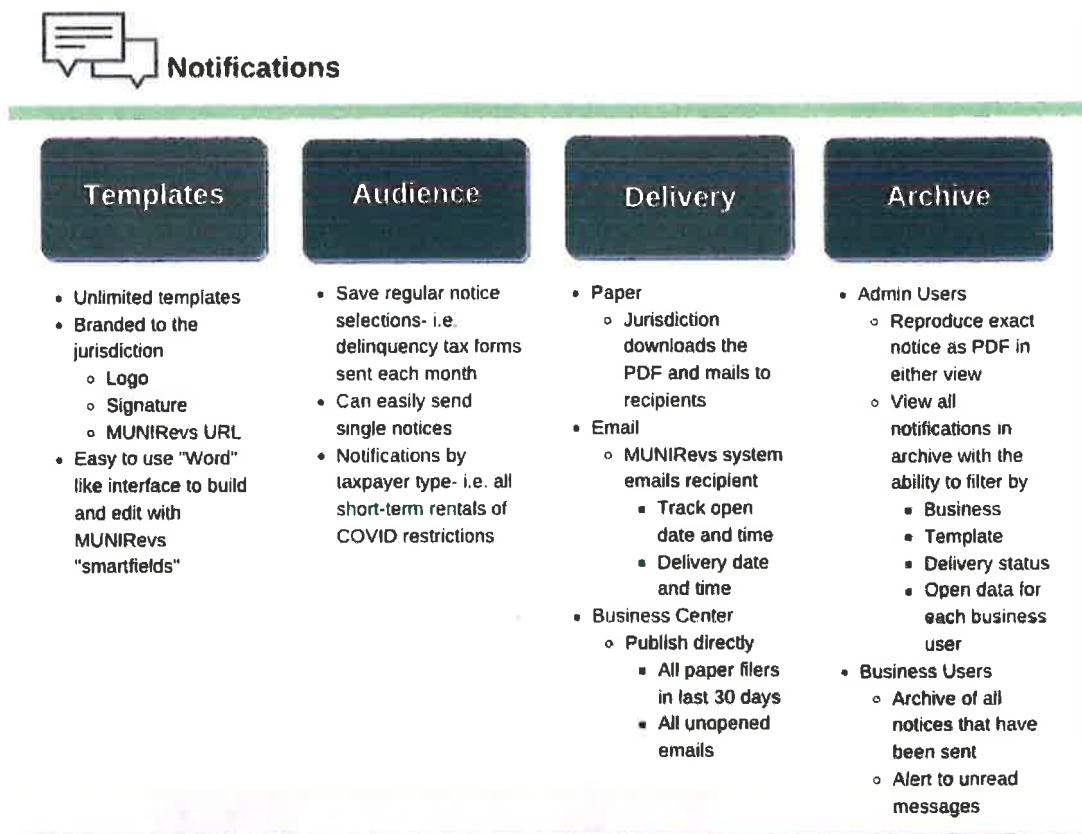
Template [Not Registered for MUNIRevs]

Type [Delinquency Letters]

Admin users view of creating a Notification template.

## Notifications Module

Our Notifications Tool allows administrative users to easily select businesses that should receive the notification. These queries can be saved for future use.



Admin users view of our Notification Module landing page.



"Your entire team is always there for training, support, and difficult scenarios. The amount of relief this provides is unexplainable."

Finance Department, Town of Avon, Colorado

## Delinquency

The GovOS Automation system ensures taxpayers are always assessed proper liabilities. Any incomplete task is presented to the business in their Business Center, with reminders to open tasks. Our Notifications Module allows the City to automatically send notices to businesses for incomplete items using our GovOS Smart Field templates. This ensures taxpayers have all correct legal information and details to become compliant.

Our System has several crucial delinquency features to ensure the City maximizes its revenue collection efficiently. These modules include our Delinquency Module, the Notifications Module, and our Estimated Assessment Module.



### Delinquency

#### Delinquency Module

- Easy access in dashboard
- Filter to
  - Open Task
  - Open Tax
  - Pending form/balance
  - Other account balance
  - Missing required license
- See all pertinent data on doing business in one row
  - Last notice sent, all balances, last license, expiration date, open tasks, open tax, last transaction

#### Notifications Module

- Custom, unlimited templates
- Smart fields have the ability to include the following in any notice
  - All open tasks
  - Missing required licenses
  - Balances

#### Estimated Assessment

- This optional module allows Jurisdictions to estimate or assess an amount for incomplete liabilities based on their unique needs
  - Includes additional notification smart fields and processes

Benefits of each Module.

## Delinquency Module

Our Delinquency Module is available on the Dashboard for authorized City users. Collections are readily viewable and actions such as notifications, business closures and other actions can be made quickly.

The screenshot shows the 'Delinquency' module interface. At the top, there are tabs for 'Dashboard' and 'Delinquency'. Below the tabs is a 'Filters' section with checkboxes for 'Show Open Task', 'Show Open Tax', 'Show Account Balance Pending', 'Show Account Balance Completed', and 'Show No Active License'. A 'Search' button is also present. Below the filters is a 'More Filters' section with a 'Show Filters (Show)' link. Below that is a search bar and a 'Per Page' dropdown set to '15'. There are also links for 'Copy', 'Excel', and 'CSV'. The main content area is a table with three columns: 'Open Tax', 'Date of Last Transaction Paid', and 'Missing'. The table contains three rows of data, each representing a different tax account with its due date, completion date, and the status of the license.

Open Tax	Date of Last Transaction Paid	Missing
Sales and Utilities Tax Form (Dec 2018) Due:01-22-2019 Accommodations Tax (Dec 2018) Due:01-22-2019	Sales Tax, Due: 2018-12-20, Completed: 2018-12-19 Accommodations Tax, Due: 2018-12-20, Completed: 2018-12-19 Payment, Due: 2018-12-20, Completed: 2018-12-19	No Active License: Business License
Accommodations Tax (Dec 2018) Due:01-22-2019 Sales and Utilities Tax Form (Dec 2018) Due:01-22-2019	Accommodations Tax, Due: 2018-12-20, Completed: 2018-12-20 Sales Tax, Due: 2018-12-20, Completed: 2018-12-20 Payment, Due: 2018-12-20, Completed: 2018-12-20	
Accommodations Tax (Dec 2018) Due:01-22-2019 Sales and Utilities Tax Form (Dec 2018) Due:01-22-2019	Sales Tax, Due: 2018-12-20, Completed: 2018-12-20 Accommodations Tax, Due: 2018-12-20, Completed: 2018-12-20 Payment, Due: 2018-12-20, Completed: 2018-12-20	No Active License: Vacation Home

Admin users view of our Delinquency Module landing page.

## Legal Action/Payment Plans

We offer several functions that provide account details where legal action or payment plans are necessary.

In addition to our suite of Collection Modules, our Business Audit Module allows administrators to conduct audits within our System. Our Collections tab allows the City to track every court and bankruptcy case on every business record.

The screenshot shows the 'Collections' tab selected in the top navigation bar. The page is titled 'Editing [001094] Business: Adam Q4 Employer Test Account'. Below the title, there are two main sections for adding records. The first section, 'BANKRUPTCY DATA', includes fields for 'Account Number', 'Case Number', 'Amount', 'Bankruptcy Date', 'Filed Date', 'Proof of Claim Filed?', 'Proof of Claim Amt', and 'Date Claim Filed'. The second section, 'COURT DATA', includes fields for 'Account Number', 'Process Fee', 'Court Summons Date', 'Summons Issued Date', 'Case Closed Date', 'Conditional Suspension / Stay Hearing', and 'Deferred Judgment'. Each section has a 'To add a record(s), enter data and click save.' instruction.

Admin users view of our Collections Module landing page.

Our Batch Processing Module allows City users to post, adjust and track account balances and payment plans.

Finally, documents can be uploaded to the Audit record and/or Business record.

The screenshot shows the 'Documents' tab selected in the top navigation bar. The page is titled 'Editing [001094] Business: Adam Q4 Employer Test Account'. Below the title, there is an 'Upload Document' section with a 'Name' field, a 'Choose File' button, and an 'Upload' button. Below this, there is a 'Filter' section with a 'Name' field, a 'Date From' field, a 'To' field, and a 'Search' button. At the bottom, there is a table with columns for 'Name', 'Document', 'Created', and 'Action'. The table contains one row with the document 'Screen Shot 2020-10-29 at 9:06:38 AM.png' and a 'Created' date of '2020-10-29 08:07:02'. The 'Action' column has a 'Download' button.

Admin users view of our Documents tab with our Audit Module. All documents sent are stored here.

## Attachment A

1.0	Ability to track and display business entity information common to multiple departments based on permissions?	Y			Business entity information is saved with the business record and is available in reporting.
1.1	Ability to scan source documents as proof of Legal Name e.g. articles of incorporation, W-9, driver's license etc.	Y			Businesses can upload source documents into a document upload task during the application process.
1.2	FEIN or SSN (system prompts to require SSN for sole proprietor w/o employees or an individual), No duplications of FEIN or SSN	Y			We can ask the user to select their entity type and then require an SSN or FEIN based on the user selection. We will present an error message to the user if they've entered a duplicate FEIN or SNN, or if they entered a non-numerical value.
1.3	Track form of ownership: Individual, Sole Proprietor, Corporation, LLC, LP, PC etc	Y			User or admin can select type of ownership. This can be stored on the account record.
1.4	D/B/A name for multiple location addresses, GIS/Zoning information, under 1 master account number	Y			GovOS has a Location Account feature. It links business locations to a master / parent account. With other communities, we've used this feature for consolidated sales tax filing or simply to indicate parent/sub relationships and merged entities.
1.5	NAICS/SIC Code for multiple locations	Y			NAICS/SIC codes can be selected during application process or admin review.
1.6	Account Notes visible to multiple departments based on permissions	Y			GovOS can hide account notes and other areas of the site from individual users (departments) based on user permission given to them.  We can share a document on user permissions and what is possible if that is helpful for the city.
1.7	Ability to link address to GIS data	Y			GovOS has an ESRI GIS API integration. The integration is used to set GIS addresses on an account as well as the tax districts associated with an address. The tax districts are available in reports.



## Business License Approval Routing

2.0	License applications, renewals, and other forms can be filled out and submitted through a self-service portal over the web, 24/7.	Y				All license applications can be processed through a cloud-based portal, 24/7.
2.1	Require paperless business license routing process for approval by multiple departments: Zoning, Fire Prevention, Inspection (CO), Finance	Y				Each department can have their own approval. A department will not have the ability to approve anything on behalf of another department.
2.2	Authorized signatures required	Y				Users will enter their name, title and date when submitting a tax or registration form online.
2.3	Additional documentation required can be uploaded and attached to the Taxpayer file through the online portal.	Y				Any additional documentation can be saved to the account record.
2.4	Ability to process renewal applications by calculating the amount due based on the schedule(s) associated with the Taxpayer.			M	Y	Fees and scheduled can be configured to meet the needs of the city.
2.5	Customer and City employees are able to see where an application is in the routing process, so if there are any questions the appropriate department to contact is known in real time	Y				Customers and City employees will have access to view all items that are complete and pending during the application process. The customer will see a "Pending Approval" message in their business center while they are waiting for the city to review their business license application.
2.6	Pre-defined email notifications can be sent to an applicant (and other recipients) to communicate missing information, application status, and other critical updates.	Y				While reviewing license applications, city staff can use our inspection tab functionality to communicate application deficiencies with the applicant.
2.7	Email Licenses and Renewals Roughly 16,000 each	Y				<p>Automated emails can be configured to send to all businesses for licenses and renewals.</p> <p>Renewal workflows can be set up and pushed out to the applicant in advance prior to the expiration date of the license (i.e.. 30, 60, 90 days).</p> <p>License renewal applications can be configured to have a different workflow or a modified version of the initial license application.</p>
2.8	Email Delinquent Notices (Emails can be standardized and sent out at set times) Roughly 2,000	Y				<p>Automated email reminders are sent to any applicant with outstanding tasks related to their account. The automated reminders include both tasks coming due soon and late tasks.</p> <p>Automated reminders are in addition to other delinquency mailings city staff want to send using our integrated notification module.</p> <p>Custom notification templates can be configured for both the automated reminder and delinquency mailings.</p> <p>Automated reminders always go out by email to the users on the account. Other notifications can go out by email or paper mail.</p>
2.9	Ability to pre-define workflows and record types, including	Y				All workflows are designed for each specific license. Each workflow can have a variety of tasks such as information

	business logic and rules.				messages, fillable forms, document uploads, and license fees.
2.10	Pre-built reports and built-in ad hoc reporting. And the ability to develop and share custom reports.	Y			Business ad hoc and revenue reports are available 24/7. All reports are downloadable to Excel or CSV.  Custom reports are available for an additional cost. We recommend clients start using our reports prior to requesting a custom report. The vast majority of our clients find our reporting suite sufficient.
2.11	Citizen's Portal showing filing history.	Y			The online portal will show all application and transactional history per individual account.
2.12	Integrated cashiering function allowing for receipt of payments not related to business licenses.	Y			GovOS has a Cashiering Module which is what your staff will use to enter in returns received on paper and process amendment returns. The Cashiering Module can be configured to work with a lockbox if needed.
2.13	Departments are alerted by email that there are applications awaiting approval in their que.		N		Different departments can be a part of the approval process and user rights can be configured so only users in a specific department can click their department approval. At this point in time, users need to login to the site to see what is in their que. We make it easy for them to know how many approvals are specifically waiting on their department.  Automated alerts is an enhancement we will look at in the next 24 months.

2.14	Ability for multiple departments to work on application at the same time.	Y			Each department can work on the application at any time once the application is in the approval queue.
2.15	Upon Approval by all departments, issue license to taxpayer and generate output to notify departments of licenses issued.	Y			Our System will generate an email notification and license output for taxpayer, but the system doesn't notify departments of licenses issued via email. Department staff can easily pull a report on licenses issued in given time period for a specific license type(s).
2.16	Ability to process other license to include: Alcoholic Beverage Control Licensing ;Limousine Service Business License;Taxi Service Business License;Taxi Driver License; Home Occupation Business License;Garage-Yard Sale Permit;Special Event Permit;Mobile Food License;Peddler License;Solicitor License;Street Vendor License;Transient Merchant License	Y			GovOS can process each of these license types. Each license will be configured to their unique specifications.



## Tax Revenue Registration

3.0	Tax accounts and filing requirements are established based on an issued business license OR tax account registration. Tax information can only be released to authorized individuals. The system must have the ability to scan/attach/track documents and system updates regarding owners and authorized points of contact.	Y			<p>We can set up required tax forms and business licenses based on the business type selected when registering a new business. City staff will be able to review and confirm the settings when reviewing the initial business application.</p> <p>Our System does not scan documents, but you can upload documents to the documents tab of the business record.</p>
3.1	Track registration forms received by date and generate report for registrations pending (i.e. filed thru State site without direct city registration)	Y			City staff can either see registration ready for city approval in the red approval jellybean or use our report #1 to review registrations pending approvals.
3.2	Track registration forms sent to License and/or Inspection Departments	Y			<p>The approvals menu will display the "Date Inspection Last Sent." This will tell you the date you last reminded the taxpayer that they have an outstanding item.</p> <p>You can also use approval statuses to track where an application is at in the review process. For example, you could have a status "Waiting on License Team."</p>
3.3	Track status of registration {Request date, pending status, complete}	Y			<p>City staff can use approval statuses to track where a registration is at in the review process.</p> <p>We track the date a registration is submitted, but it's currently not a filtering option on our approvals menu. This is a popular enhancement request from our clients and it's on our 12 month roadmap.</p>
3.4	Completed registrations - scan form & link to account	Y			<p>If the registration is received online, the completed form will save automatically to the business record.</p> <p>If the registration is received on paper, your staff will enter the information into the system to create a new business record. City staff can save a copy of the paper registration on the documents tab of the business record.</p>
3.5	Assign staff member responsible for account maintenance		N		This requirement covered in SOW as custom development
	<b>Document examples:</b>				
3.6	Articles of incorporation/organization, W-9, drivers license	Y			Users can upload these documents in a document upload task as part of the license application workflow.
3.7	Power of Attorney forms: track effective date, expiration date, tax type & tax period authorized for individuals listed) System generated mailout when POA expires to prompt taxpayer update.		N		We don't have a specific POA feature.

	<b>Requirements for tax account registration (no license issued):</b>				
3.8	Legal name of business	Y			Taxpayers will enter this information in an online fillable form.
3.9	Trade name of business	Y			Taxpayers will enter this information in an online fillable form.
3.10	Form of ownership	Y			Taxpayers will enter this information in an online fillable form.
3.11	Federal/Employer ID Number	Y			Taxpayers will enter this information in an online fillable form.
3.12	State Account ID, system limit state ID to match 1 FEIN or SSN	Y			Taxpayers will enter this information in an online fillable form.
3.13	NAICS Code	Y			Taxpayers will enter this information in an online fillable form.
3.14	Effective Date	Y			Taxpayers will enter this information in an online fillable form.
3.15	Mailing Address, Email Address, Phone, Contact name and title	Y			Taxpayers will enter this information in an online fillable form.
	<b>Nexus Survey: Applicants will answer a brief survey of up to 10 questions. The survey answers determine tax type and potential license/permit requirement.</b>	Y			Taxpayers will enter this information in an online fillable form.

3.6	System should track survey responses	Y			All forms are viewable to the taxpayer and city employees.
3.7	Track registrations forwarded to CT based on nexus survey				Can you please explain the desired functionality?
	<b>Authorized/Responsible Party</b>				
3.8	Track name of person, officer, partner, member. Title, Home Address, Phone, Email, Drivers License	Y			All this information can be collected on the registration form / license application. It will be saved to the form and/or business record. If it saves to the business record, it will be able in reporting.
	<b>Tax Filing Frequency</b>				
3.9	Monthly, Semi-Annual, Quarterly, Annual, One Time, Occasional	Y			Our automation supports monthly, quarterly, and annual filing frequency. One time and semi-annual filers will need to be set up manually by staff.
3.10	Track registration that indicate one time file, but continue filing	Y			City staff can use report 1 filters to identify businesses that indicated a one-time filing but have a completed filing in a defined period.
	<b>Tax Type Requirement</b>				
3.11	Based on nexus survey: Sales, Consumer's use, Seller's Use, Rental, Lodging, Liquor, Gasoline, Tobacco, Wine	Y			City staff can review the completed nexus survey and set up the business with the correct tax form settings based on the response.
3.12	Generate notice to taxpayer with tax type, filing frequency, filing instructions, date mailed, method of mailing	Y			City staff can use the GovOS notification module to communicate with taxpayers. Notifications can go out by email or paper mail. City staff have an unlimited of notifications templates and can add smart fields to

					each template so fields such as tax type, filing frequency, etc. automatically pull from the business record onto the notification.
	<b>Tax Filing Methods</b>				
3.2 3	ACH Credit (must be approved & instructions must be provided after approval)	Y			ACH Credit can be approved before it is an option for the customer. Instructions can be provided via our support team or city employees.
3.2 4	ACH Debit	Y			GovOS can support ACH Debit if this is supported by your payment provider.
3.2 5	E-File or Paper (if, Paper track efile waivers)	Y			All tax information can be e-filed via the online portal. Tax return information is saved to an online form and payment can be processed online via your payment provider.  Paper returns can be processed via the cashiering module.
	<b>Return/Payment Processing</b>				
4.0	Provide a secure taxpayer portal for filing Liquor, Gasoline, Tobacco & Wine. Functionality to process tax return forms directly through the system (in Person).	Y			All tax returns can be processed through a cloud-based portal, 24/7.  If the city receives a paper return, your staff will enter the return in our cashiering module.

4.1	Upload text files from specified State source and post to taxpayer account at defined intervals			M	Y	GovOS will work with the city to identify what is required in the state file upload.
4.2	Ability to process exceptions generated by upload files (no matching city account, incorrect tax type, incorrect rate, discounts taken in error)			M	Y	GovOS will work with the city to identify what is required in the state file upload.
4.3	Process ACH Credit payments made by taxpayers directly to city bank account	Y				If a taxpayer is remitting payment by ach credit, they will send the payment directly to the city's bank account without GovOS involvement.  City staff will need to reconcile their bank account to returns in GovOS to ensure they received the ach credit from the taxpayer.
4.4	Process dishonored electronic payments	Y				GovOS has admin tools city staff can use to process a returned payment.  The tool first subtracts the original filing amount and then assigns the form to the taxpayer to remit payment again. When the taxpayers pays for the form again, city staff will see the new transactions.  The tool creates an audit trail of the initial payment, reversed out payment due to return, and then the next payment made again by the taxpayer.
4.5	Accept payments & identify payment source (State: ACH			M	Y	GovOS online payment methods include ach debit, ach credit, credit card and cash (paper return). The payment method used for each return is indicated with

	Debit or ACH Credit; Forte IVR payments; Check or Cash				the transaction in reports.  GovOS will work the city to identify what payment types are included in the state file and ensure the method is available in reporting.
4.6	Identify return source (e.g. State system, online portal, direct etc)			M Y	GovOS will identify returns that came from the state portal so it's available in reporting.
4.7	Scan paper returns filed to account	Y			Our System does not have the ability to scan documents, but your staff can scan and save a document outside of the system and then upload to the documents tab of the business record in GovOS.
4.8	Process Tobacco Revenue Stamp Order forms			M Y	Can the city please explain a tobacco revenue stamp order form?
4.9	Tobacco Revenue Stamps record begin & ending roll/sheet numbers purchased at wholesale or retail rate (ability to track stamp inventory?)			M Y	Can the city please explain a tobacco revenue stamp order form?
<b>Data Entry of following fields:</b>					
4.10	Account # assigned by city (Auto display Name/Address, Tax Type & Frequency Requirements)	Y			The account number assigned by the city will be viewable on the tax return along with the display name. The tax type will be clearly displayed on the tax return along with the period they are paying for (i.e. – monthly, quarterly, annual return)
4.11	Period End Date (System alert for entering tax return for period previously entered)	Y			The system prevents duplicates with both automated tax forms and manual data entry.  Tax form automation checks to see if an account already has a tax form due that month and if so, automation does not assign another form.  Additionally, city staff will receive prompts in the cashing module if they are entering a duplicate return - "This account already has a return due on this same date."
4.12	File Date (If filed late, calculate Failure to file penalty and interest)	Y			The online form will automatically calculate penalties if it is past the file date.
	Taxable amount by tax type:				

4.13	Gross Taxable Amount: Sales, Consumer's Use, Seller's Use, Lodgings & Rental Tax	Y			Our online fillable tax return will have a user input fields for Gross Tax Amounts: Sales, Consumer's Use, Seller's Use, Lodgings and Rental Tax.
4.14	Surcharge Fee: Lodgings Tax	Y			Our online fillable tax return will have a user input fields for surcharge fee: Lodgings Tax.
4.15	Gallons: Gas Tax	Y			Our online fillable tax return will have a user input fields for Gallons: Gas Tax.
4.16	Liters: Wine Tax	Y			Our online fillable tax return will have a user input field for liters: Wine Tax.
4.17	Per Package or Item: Tobacco Tax	Y			Our online fillable tax return will have a user input field for Per Package or Item: Tobacco Tax.



4.1 8	Revenue Stamp by number of rolls or sheets; Tobacco Tax	Y				Our online fillable tax return will have a user input field for Revenue Stamp by number of rolls or sheets: Tobacco Tax.
4.1 9	Deduction Amount	Y				Our online fillable tax return will have a user input fields for all deduction amounts allowed per tax type.
	<b>Calculate based on data entry:</b>					
4.2 0	Net Taxable by applicable rates based on tax measure	Y				Our online fillable tax return will calculate the net taxable per tax type based on user input.  The cashiering module will automatically calculate the net taxable amounts as well.
4.2 1	Penalty (Applies to all tax types except Wine)	Y				Our online fillable tax return will calculate penalties based on file date and Huntsville penalty calculations.  The Cashiering Module will automatically calculate the penalties as well.
4.2 2	Failure to Timely File = 10% of tax due or \$50, whichever is greater [automatically assess or allow to waive upon supervisor approval]	Y				GovOS will automatically assess the Failure to Timely File and any waiver can be accessed via the cashiering module.
4.2 3	Failure to Timely Pay = 10% of tax due [automatically assess or allow to waive upon supervisor approval]	Y				GovOS will automatically assess the Failure to Timely Pay and any waiver can be accessed via the cashiering module.
4.2 4	Interest (on tax balance due if late - rates set on a quarterly basis)	Y				GovOS online forms will automatically assess interest based on period return and file date.  Any interest rate changes will need to be confirmed before the quarter starts by your staff.
4.2 5	Discount (SALES & LODGING ONLY, if paid timely); ST - max \$400, LDG no max	Y				All timely discounts are programmed into each tax return including the max/no max amounts per tax type.

4.2 6	Payment (if no payment is remitted, calculate failure to pay penalty)	Y				If no payment is remitted, our form can automatically assess fees based on the period end and file date.
4.2 7	Balance Due	Y				GovOS can display a balance due to customer to pay via online or mail payment. With an online system, taxpayers are not allowed to over/under pay. Any payments processed online will never create a balance.  The only way a taxpayer can create a balance is over/under payment via paper.
	Generate invoice to itemize balance due by:					
4.2 8	Tax type	Y				Each tax type will have a specific tax return and once completed online or via the cashiering module, a total balance due will display to be paid online or via paper.
4.2 9	Period end date	Y				The period end date is displayed on each automated tax return, so the taxpayer knows which taxable period they are paying submitting payment for.
4.3	Penalty and interest	Y				Penalties and interest fees are itemized by each tax

0					type and displayed to the taxpayer.
4.3	Calculate additional interest on unpaid balance at defined intervals (GL affect interest and receivable account only)	Y			<p>Our System can calculate additional interest on unpaid tax due through the next date of payment.</p> <p>The additional interest will increase the receivable due from the taxpayer.</p> <p>This functionality uses the GovOS "liability balance." The liability balance continues the interest and/or penalty calculation on outstanding tax due after a partial payment and recognizes revenue when cash is received.</p>
4.3	Process to prevent entry of duplicate returns e.g. paper return filed with payment and ACHC return filed online w/o payment. DUP REVENUE	Y			<p>GovOS automates one form per period which eliminates the duplicate revenue for taxpayers to pay online.</p> <p>Our Cashiering Module has prompts to notify you if there is a duplicate license or tax return payment (i.e. - "Open Return Found").</p>
	<b>ADJUSTMENTS - EXCEPTIONS - OTHER</b>				
5.0	Ability to process transactions that affect taxpayer accounts but are not related to an actual Filed Return (payment w/o return)	Y			City staff will be able to post cash received to an account when the cash is not associated with a specific return. The cash can be used to reduce an amount due on another return.

5.1	Process amended returns and generate balance due +/-	Y			Amended returns are processed through our cashiering module. After the amended return is processed, the system will generate an account balance of a credit or balance due. If the balance due is on the tax revenue item, the system can continue the interest and/or penalty calculation if required by the city.
5.2	Process non-tax payments, such as license payments, bank errors etc	Y			GovOS can process non-tax payments online or via the cashiering module. All license payments, NSF fees, bank errors can be processed via the online portal by the taxpayer or city staff.
5.3	Process Voluntary Disclosure Agreements	Y			GovOS can build a workflow to collect voluntary disclosure information on a form or ask the user to upload a required document. The workflow can have an approval task at the end if city staff want to review the submitted information.
5.4	Refunds - track and generate reports containing petition information by date filed, tax type, due date, tax period amount requested, amount approved, check information, denials, interest calculation	Y			<p>GovOS reports have the majority of what you need for refund reporting. We do not have the ability to display the amount requested in a report nor if the request was denied, but you can save the information for both items to the notes tab of the business record.</p> <p>City staff can add a submission type code when processing a refund in the cashiering module. Staff can then filter reports to the refund submission type to view the taxable period, revenue items, etc. that were refunded to the taxpayer.</p>

5.5	Audit assessment and payment processing (up to 60 tax periods)	Y				Taxpayers can remit payment for multiple tax periods at one time. We do not limit the taxable period you can use on a tax form you are assigning to a business.
5.6	Does the system contain an audit status tracking mechanism to include multiple phases of the audit? e.g. preliminary assessment, preliminary review, final assessment, final appeal	Y			Y	GovOS can collect audit amounts due in the system. GovOS has an audit module. The module includes the ability to create a new audit record, store important information related to the audit, collect audited amounts due, and run reports on audit data.

## Compliance

6.0	Require system to escalate compliance status based on defined parameters (e.g. Aging, Liquor)	Y		Y	Y	City staff can filter reports and the notification module by number of days late for a specific tax form or license type. The notification module can have templates for 30 days late, 60 days late, etc. City staff can filter the data in the report to send targeted notifications based on compliance status to specific groups of businesses.  If the city needs GovOS to automatically assign compliance status based on a number of days late, additional customization will be required.
6.1	Departmental account status: Active, Inactive, Delinquent, License Suspension, License Revocation Bankruptcy etc driven by compliance process	Y		Y	Y – Account Alerts	We have variety of ways to track the account's status. We can do it through account status, license status and account alerts.
6.2	Renewals without changes are not routed for approval, but may have compliance issues; system should require taxpayer to resolve outstanding tax accounts according to set parameter (e.g. delinquent return or balance due >30 days, final assessment etc) If compliance status = ? Then	Y		Y	Y	Taxpayers cannot print their license PDF if they are more than 30 days delinquent on their taxes.  The system cannot require a taxpayer to remit payment on tax forms in a specific order. The taxpayer will have access to all delinquent forms in their business center.
6.3	Liquor tax compliance - For delinquent returns, a Preliminary Assessment based on a 6 month avg of previous reports or comparison	Y			Y	The GovOS Estimated Assessment Module will automatically calculate an estimated amount due based on either an average of previous filings, the highest amount of previous filings, or a minimum amount per taxpayer or filing frequency. GovOS will work with the city on the rules used to calculate the assessed amount.
6.4	Track liquor bond information: Surety Co, Amt, Eff date, cancel date, increase date, increase amount			M	Y	GovOS does not have liquor bond tracking abilities. If it's a system requirement, GovOS will need to work with the city on what's needed.
6.5	Track penalty information to evaluate qualification for waiver, None in 18 months? How many	Y				City staff can filter reports by submission type. When you want to waive penalty on a return, you add a Penalty Waived submission type. So, city staff can filter

times penalties have been assessed?					reports for a specific account to see how many times penalty has been waived in a given period.
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6.6	Generate Tax Receivable Aging Report for 30, 60, 90, 120 Days	Y				GovOS has business task reports that allows city staff to filter aging tasks 30, 60, 90, 120 days and so on.
	30 Days Compliance Status = Level 1			M	Y	Notification template language can be modified to send for each of the days late. GovOS does not have the ability to automatically assign Compliance Statuses.
	System should track phone contact, notices mailed/emailed	Y				Our System's Notification Module will track any notices sent via paper or email. For emailed notices, the system tracks the opening time/date of the email. Phone contact can be managed via internal notes on individual record accounts.
	60 Days Compliance Status = Level 2 (Convert open invoice to Final Assessment)	Y			Y	The GovOS estimated assessment module can issue final assessments when a form is a specific number of days late.
	System should track Assessment issue date, mail date, appeal expiration (30 days from date of mailing)	Y			Y	The GovOS estimated assessment module tracks the date a taxpayer receives a proposed and final assessment.
	90 Days Compliance Status = Level 3 (Installment Agreement option)			M	Y	City staff can set up a payment plan on an account. GovOS does not have a specific module devoted to installment agreements.
	120 Days Compliance Status = Level 4 (License Suspension)			M	Y	City staff can change the status on an account when it's a certain number of days late. GovOS does not have a specific module devoted to installment agreements.
6.7	Generate Tax Delinquency Aging Report for 30, 60, 90 & 120 Days	Y				GovOS has business task reports that allows city staff to filter aging tasks 30, 60, 90, 120 days and so on.
	Assign Compliance Status based on defined parameters:					Notification template language can be modified to send different notices to certain aging taxpayer accounts.
	30 Days Compliance Status = Level 1			M	Y	GovOS does not have the ability to automatically assign Compliance Statuses.
	60 Days Compliance Status = Level 2 (Code Enforcement)			M	Y	GovOS does not have the ability to automatically assign Compliance Statuses.
	90 Days Compliance Status = Level 3 (15 Day Notice)			M	Y	GovOS does not have the ability to automatically assign Compliance Statuses.
	120 Days Compliance Status = Level 4 (License Suspension)			M	Y	GovOS does not have the ability to automatically assign Compliance Statuses.



6.8	System should generate Installment Agreement to include up to 12 monthly payments with additional interest at statutory rate. General Ledger: Receivable and Interest Only			M	Y	GovOS does not have a specific module devoted to installment agreements, but we can support payment plans. Let's discuss requirements in the demo.
6.9	Generate & track account notices, billings, reports with fields visible based on permissions	Y				<p>Users with transaction view permissions can see all reports with transaction data; however, they can be set up with only 'view' permissions, but not 'edit' permissions.</p> <p>City staff will be able to view all notifications sent to an account on the business record Notifications tab.</p>

## Reporting & Reconciliation

7.0	Assign general ledger accounts at transaction level within the system to facilitate reconciliation between bank and financial system (MUNIS) to include revenue and receivables	Y				<p>GovOS reconciliation module sums revenue items to easily reconcile between bank and financial systems.</p> <p>We can add your GL number to the revenue names in GovOS so it's easy for your team to know what fund each revenue item is associated with.</p>
7.1	Revenue by GL Account linked to process month					What is the desired functionality?
7.2	Accounting Cycle Close Process - No further edits	Y				<p>City staff should not close the month until all in transit items have had a chance to clear the city's bank account. Your team will need to process returned payments for anything that did not clear before you close out the month.</p> <p>Additionally, the cashiering module will tell you if a batch has been marked as cleared in the reconciliation, so your team knows not to edit the batch.</p>
7.3	Revenue by batch, cash receipt, daily?	Y				City staff can reconcile in GovOS daily. The recon will give you total revenue by payment method (online check, credit card, cash, ach credit).
7.4	Revenue by tax type and/or tax rate (general vs. auto)	Y				GovOS revenue reports can be filtered by tax type. They do not currently have an option to filter by tax rate.
7.5	Revenue by NAICS Code	Y				GovOS revenue reports can be filtered by NAICS code.
7.6	Tax Receivable by taxpayer account	Y				City staff will be able to view outstanding receivable balances by revenue item per account.
7.7	Tax Payment History by account and tax period end date range	Y				All historical transaction records are stored on each individual account by taxable period and due date.
7.8	License Payment History by account and license year	Y				All historical license data is stored on each account and identified by license year.
7.9	Generate Detail Taxpayer Report to include all open items with corresponding status i.e. aging, compliance level		N			GovOS does not have this feature at this time, but a "taxpayer statement of account" is a popular request from our clients. It's currently slated for release in Q3-Q4 2023.

7.1 0	Generate report of tax revenue received without an issued license	Y				City staff could use our report #1 to filter to accounts with a status= new license approval task and a status=completed tax filing to pull a list of accounts who have not renewed their license but are remitting tax.
7.1 1	Generate report of gross sales reported for taxpayers by license year	Y				Gross sales reported by taxpayers can be easily pulled by using the date filters for a particular license year.

7.1 2	Generate monthly Tax Due Notices - Failure to File Notices	Y				GovOS has an easy-to-use notification module where you can filter taxpayer accounts who are delinquent. We can generate different templates to send to certain taxpayers.
7.1 3	License Non-Renewal - Generate report of taxpayer accounts eligible for non-renewal, generate notice of non-renewal, record mailing of notice	Y				How is license non-renewal determined?  City staff can use the notification module to filter to accounts, add a notification, and track the email or mailed notification.
7.1 4	License Suspension - Generate report of eligible accounts, track council action (set hearing date, public hearing date, council action date, expiration date), generate report of suspension violations on monthly basis for code enforcement)			M	Y	This is a custom report. If the report is required in the system, GovOS will need to discuss requirements with the city to REPORTING & RECONCILIATION determine a price.
7.1 5						
7.1 6	Notify departments of account closure when businesses are sold		N			GovOS has a Close Business Tool that walks the admin user through reviewing open liabilities prior to closing the account. The tool does not have the ability to automatically notify department users when an account is closed.
7.1 7	Generate report of issued licenses without tax setup by date range or license schedule	Y				City staff could use report #1 to filter to completed approvals where the account has no tax form filing frequency setting.
7.1 8	Generate report of business ownership history by name e.g. John Doe has been an officer of ABC Company for date range, XYZ Company for date range etc	Y				If you are collecting this information on the new business / license application form, you can report on it in report #1.
7.1 9	Generate report to compare tax reported by industry or specified area of city	Y				GovOS revenue reports include business filters that are configured to your needs. This frequently involves industry, NAICS, SIC, and business area /tax district reporting.
7.2 0	Customizable reporting - example: single tax type by tax period for taxpayer that may file multiple tax types	Y				Reports have multiple options for filtering and searching data.
7.2 1	Generate report to compare annual license revenue to annual sales gross sales tax reported	Y				City staff can compare revenue items monthly or annually in the Prior Year Revenue Comparison Report.

## Exhibit 1 – Scope of Work

- ✓ Tax Form Customization.
  - Standard Local Tax Return.
  - Gasoline Tax Form.
  - Liquor Tax Form.
  - Tobacco Tax Form.
  - Wine Tax Form.
  
- ✓ License Applications & Annual Tax Return (Fee).
  - Commercial Based Business License.
  - Residential Based Business License.
  - Businesses Not Physically Located in Huntsville.
  
- ✓ Other Forms.
  - Refund Petition - Direct.
  - Refund Petition - Tax Paid to Seller.
  - Petition for Review.
  - Tax Information Authorization.
  - Tax Disclosure Agreement.
  - Tax Registration Form.
  - Change of Taxpayer Registration.
  
- ✓ Payment Gateway Integration.
  - GovOS will integrate with the city's chosen payment gateway.

✓ ESRI GIS API Integration.

- GovOS will build an interface to the city's ESRI GIS system. The integration includes validating an address and setting the appropriate tax district(s) and business area(s) on the account based on the confirmed address. The integration will be present on the new business registration screen and when admins are creating a new account on the back end. Please note any third-party interface costs from the city's GIS system will be at the customer's expense. Specific functionality will be documented in an agreed upon SOW.

✓ Audit Module, Task, Report and Notifications.

- GovOS will work with the city to configure the audit module layout and task and will create the notification templates and audit report. Specific functionality will be documented in an agreed upon SOW.

✓ Assessment Module.

- GovOS will work with the city to configure the estimated and final assessment process, including when a return qualifies for assessment, how the assessment is calculated and collected, and how the city notifies the taxpayer about the assessment. Specific functionality will be documented in an agreed upon SOW.

✓ Txt File Import from State.

- GovOS will work with the city to configure the state file import(s). This includes mapping the returns in the file to accounts in GovOS and displaying exceptions to the city for review. Specific functionality will be documented in an agreed upon SOW.

✓ Tobacco Revenue Stamp Order Forms.

- GovOS will work with the city to build the features required for the Tobacco Revenue Stamp Order Forms. This includes the ability for taxpayers to request additional rolls and the ability for the city to enter a roll number range and calculate remaining rolls. Specific functionality will be documented in an agreed upon SOW.

✓ Liquor Bond Tracking.

- GovOS will work with the city to build the features required for Liquor Bond Tracking. This includes the taxpayer workflow required to apply for a liquor bond and the ability for the city to run a report on the bond data. Specific functionality will be documented in an agreed upon SOW.

- ✓ Compliance Process Configuration.
  - GovOS will work with the city to configure the Compliance Process. This includes automatically assigning a compliance status based on delinquency and moving an account through the compliance process workflow. Specific functionality will be documented in an agreed upon SOW.
  
- ✓ Ability to Assign Staff to Accounts.
  - GovOS will work with the city to build the features required to Assign Staff to Accounts. Specific functionality will be documented in an agreed upon SOW
  
- ✓ Accounting System Integration.
  - GovOS will build an interface from GovOS to the city's accounting system. The interface will send reconciled revenue from GovOS to the accounting system. Please note any third-party interface costs from the city's accounting system will be at the customer's expense. Specific functionality will be documented in an agreed upon SOW.
  
- ✓ Tyler Cashiering Integration.
  - GovOS will build an interface from GovOS to Tyler Cashiering to automatically send the cash/check payment amount received to Tyler with the goal of eliminating duplicate data entry between the two systems. Please note any third-party interface costs from Tyler will be at the customer's expense. Specific functionality will be documented in an agreed upon SOW.

## Project Pricing

Our solution is a package of the below service applications.

### Onboarding - \$115,000

- ✓ Customization of site address and branding (e.g., [city.govos.com](http://city.govos.com)).
- ✓ Data import of business records and transactions.
- ✓ GovOS will configure the standard local tax return, gasoline tax form, liquor tax form, tobacco tax form and wine tax form. Payment Gateway API setup, CSRI GIS API setup, and interface to accounting system setup.
- ✓ Tobacco revenue stamp, liquor bond tracking, compliance process configurations, state .txt file import, and additional customizations
- ✓ Web-based training for jurisdiction staff. Unlimited, ongoing phone and web support are provided to all administration staff as part of monthly hosting and support.
- ✓ Unlimited email and phone support for all businesses.

### Cloud Software - \$400,000 Annual License

- ✓ Includes required tax forms.
- ✓ Licensing Module includes automated annual renewals.
- ✓ Unlimited user logins for both business and jurisdiction users.
- ✓ Unlimited phone and email support to business and administrative users.
- ✓ Software hosting and license fees.
- ✓ Server and IT infrastructure, including 24/7/365 maintenance and support.
- ✓ Daily data backup, managed by our expert IT team.
- ✓ Enhancements released to all equivalent GovOS versions.



## Onboarding

### Onboarding Deliverables

- ✓ Our team customizes your site and includes your branding (e.g., [name.govos.com](http://name.govos.com)).
- ✓ We work closely with your team to import all business records and transaction data.
- ✓ We collaborate with your staff to build and design a registration workflow and tax form that meet the exact needs of your jurisdiction, including auto-calculations of tax, penalty and interest.
- ✓ You will be assigned a Conversion Specialist to guide you through your onboarding and provide web-based training for Jurisdiction staff.
- ✓ Unlimited, ongoing phone and web support are provided to all administration staff as part of monthly hosting and support.
- ✓ Unlimited email and phone support for all businesses.

### Continued Hosting & Support

- ✓ Ongoing maintenance and support from our account management team.
- ✓ Licensing Module includes automated annual renewal noticing.
- ✓ Unlimited user logins for both business and jurisdiction users.
- ✓ Unlimited phone and email support to business and administrative users.
- ✓ Software hosting and license fees.
- ✓ Server and IT Infrastructure, including 24/7/365 maintenance and support.
- ✓ Daily data backup, managed by our expert IT team.
- ✓ Enhancements released to all equivalent GovOS versions.

## PHASE I: DISCOVERY PHASE

- ✓ License application and fee requirements. NOTE: Fee requirements can be sent later in the implementation process while the city is transitioning their fee structure.
- ✓ Tax form requirements for each of the tax forms.
- ✓ ESRI GIS API requirements. Includes required tax district / business area settings.
- ✓ Audit module requirements.
- ✓ Estimated assessment requirements.
- ✓ Txt file import from state.
- ✓ Tobacco revenue stamp order forms.
- ✓ Liquor bond tracking.
- ✓ Compliance process configuration.
- ✓ Ability to assign staff to accounts.
- ✓ Interface to accounting system.
- ✓ Cashiering interface to Tyler.

## PHASE II: REQUIRED DATA AND MATERIALS

- ✓ Jurisdiction staff to provide business records and transaction data for import into our System in Excel/CSV format.
- ✓ Jurisdiction staff to provide required tax forms.
- ✓ Jurisdiction staff to provide license applications and fee calculations.
- ✓ Jurisdiction staff to provide Payment Gateway API.
- ✓ Jurisdiction staff to provide ESRI GIS API credentials.
- ✓ Jurisdiction staff to provide requirements for the audit record, audit collection task and audit notifications.
- ✓ Jurisdiction staff to provide Txt file import from state requirements.
- ✓ Jurisdiction staff to provide tobacco revenue stamp order forms requirements.
- ✓ Jurisdiction staff to provide liquor bond tracking requirements.
- ✓ Jurisdiction staff to provide compliance process configuration requirements.
- ✓ Jurisdiction staff to provide ability to assign staff to accounts requirements.
- ✓ Jurisdiction staff to provide interface to accounting system requirements.
- ✓ Jurisdiction staff to provide cashiering interface to Tyler requirements.

## PHASE III: PROGRAMMING & CONFIGURATION

- ✓ Create customized URL (for example "city.govos.com") and branding.
- ✓ Import business records and transaction data for historical reporting and business owner reference. GovOS balances all data to jurisdiction reports.
- ✓ Customize required tax forms.
- ✓ Build license application and fees.
- ✓ Integrate with Payment Gateway and test payments.
- ✓ **Configure the GIS API integration.**
- ✓ Configure the audit module, task, report, and notifications.
- ✓ Configure the assessment module.
- ✓ Configure the txt file import from state.
- ✓ Configure the tobacco revenue stamp order forms.
- ✓ Configure the liquor bond tracking.
- ✓ Configure the compliance process.
- ✓ Configure the ability to assign staff to accounts.
- ✓ Configure the interface to accounting system.
- ✓ Configure cashiering interface to Tyler.



#### PHASE IV: USER ACCEPTANCE TESTING

- ✓ Complete User Acceptance Testing. Done throughout the implementation as GovOS finishes configuration.
- ✓ Tax forms. Includes taxpayer view and manual data entry in batch processing. Discussion around the process of Tyler cashiering & GovOS batch processing.
- ✓ License application.
- ✓ GIS API integration.
- ✓ Audit module.
- ✓ Assessment module.
- ✓ Txt file import from state.
- ✓ Tobacco revenue stamp order forms.
- ✓ Liquor bond tracking.
- ✓ Compliance process configuration.
- ✓ Ability to assign staff to accounts.
- ✓ Interface to accounting system.
- ✓ Installment agreements.
- ✓ Cashiering interface to Tyler.

#### PHASE V: GO LIVE

- ✓ GovOS to conduct remote training with jurisdiction staff.
- ✓ Assist jurisdiction in preparing registration letters to businesses with GovOS Activation Codes and registration instructions.
- ✓ Jurisdiction stops entering activity into their former system. GovOS loads in interim business data, transaction data and open liabilities for businesses into GovOS.
- ✓ Business users register in the system on the go live date and begin remitting taxes and completing their license application(s).

## Onboarding Overview

Each project is different, and each workflow has specific needs. GovOS will begin the onboarding by defining goals and understanding what success will look like for your team. Our team will review what configuration options are available and tailor your forms and workflows accordingly.

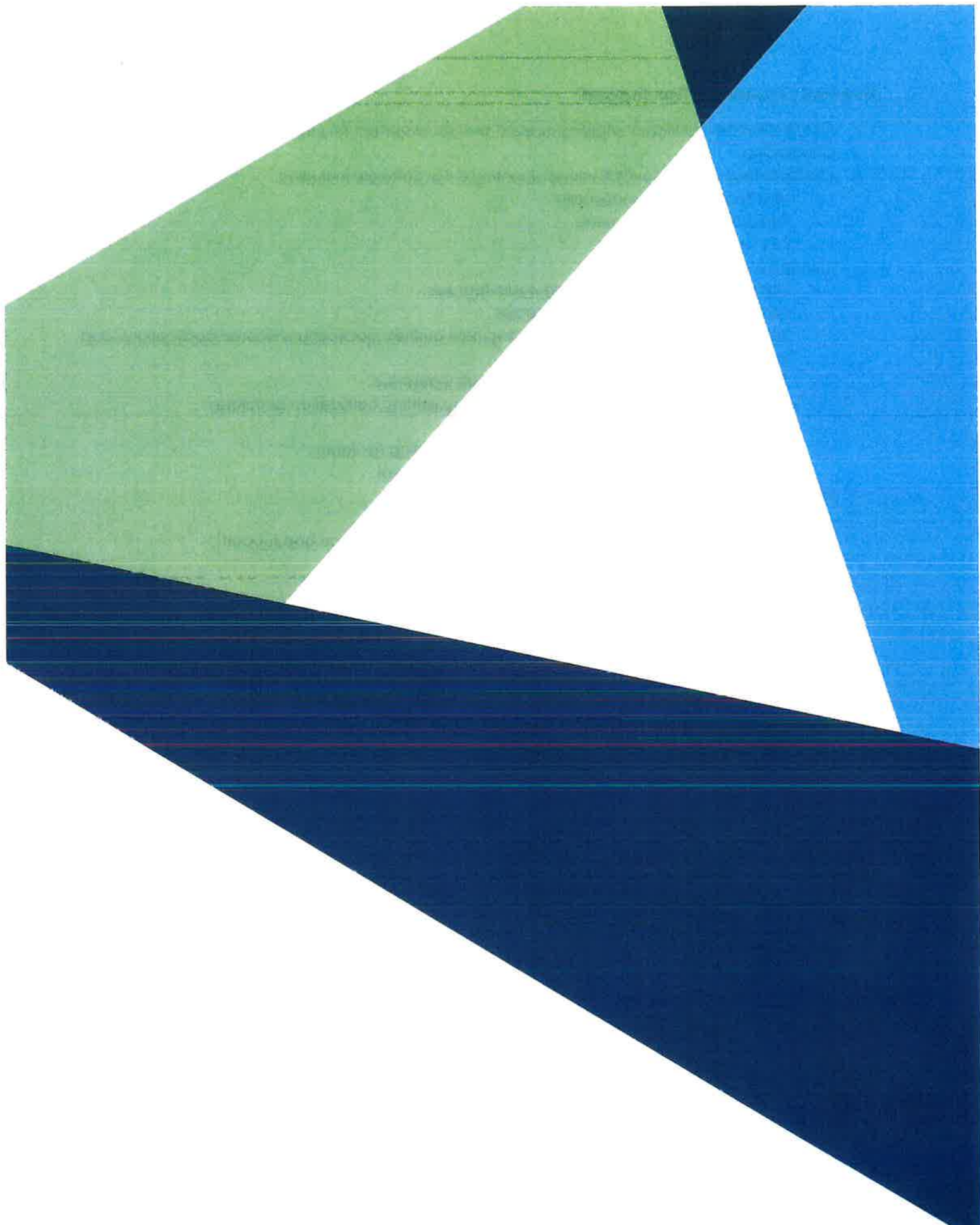
Below is an example of your estimated onboarding effort for a complete Business License & Tax solution. Your specific solution will be adapted to the products and features purchased. (8-9 Months)



One of the benefits of working with GovOS is that we make every effort to take the heavy lifting away from your staff and onto the GovOS onboarding team. The GovOS Services Team will be with you every step of the way to iterate your processes, train your team, and launch the BLT Solution. GovOS' experience onboarding our system will help ensure a smooth setup and launch.

## Business Licensing & Tax Support

- GovOS provides significant ongoing support and development to your system after initial onboarding:
- Standard Releases of GovOS Business Licensing & Tax Software including:
  - New features and functionality
  - Performance improvements
  - Bug fixes
- Configuration:
  - Onboarding of standard, configurable features.
  - Edits to configurable features or tables.
  - Updates to existing workflows, including new business applications, license applications, and account information update requests.
  - Changes to or addition of a flat rate or calculated fee.
  - Building new notification templates or editing existing notification templates.
  - Edits to FAQs and business center messages.
  - Updates to a tax, penalty, or interest rate on existing tax forms.
  - Updates to the field names and help text on tax forms.
- Infrastructure:
  - Software hosting and license fees.
  - Service and IT infrastructure, including 24/7/365 maintenance and support.
  - Daily backups managed by our expert IT team.



## Project Personnel

We deliver an integrated sales and customer service unit model that is unique to the marketplace. Our heightened accountability model empowers our associates to make decisions and advocate for your configuration requirements, making it quicker and easier for you to do business with us. Your Account Team will quickly build a relationship with you and your team by developing an intimate knowledge of your needs, objectives, culture, and philosophy.

### Your GovOS Account Team will consist of:



**Matt Polovich**

**Enterprise Account Executive**

*+13 years of experience in technology sales*

*Helping state and local government identify technology solutions to achieve strategic goals since 2011.*

**Matt is your point of contact for the City of Huntsville**



**Haleigh Lyon, CPA**

**Director of Product**

*Manages the Licensing and Tax Product*

*She puts her CPA background to work, leveraging her critical attention to detail and effective process management. Her energy as a leader has guided her team through years of very rapid growth. She is passionate about improving efficiencies by taking processes online and finding creative ways to solve her client's complex problems.*



### **Kyra Fosnot**

#### **Director of Support**

*Oversees support for all clients and end users of the BLT/STR software and Single Filing Portal*

Kyra has been overseeing jurisdiction and business owner needs on our support team for the last 9 years. She leads the support team in delivering high- quality customer service, responsiveness, and efficient operations. Under Kyra's leadership, the support team continually receives accolades from business owners and jurisdiction staff.



### **Brayden Reese**

#### **Customer Success Manager**

*Engages with our customers to drive adoption and demonstrate our ongoing product & services value*

Brayden works with Business, License & Tax and Short-Term Rental customers at GovOS. With his product knowledge he ensures all customers are exceeding their outcomes. Brayden is an expert in guiding the customer from post-sale to a successful tenure with GovOS.



### **Orion Olin**

#### **Account Manager**

*Has led 32+ customers to success with STR*

Orion holds a degree in Business Administration—Engineering Management and specializes in jurisdiction staff support. His diligence ensures ongoing Module support exceeds expectations. He works closely with City and County staff in review and training.

# Information Security

Our infrastructure is Amazon Web Services (AWS) based. We have extensive security and monitoring in place. Our data in transit (website to the database, database to the site) is encrypted using industry standard SHA-256RSA algorithms, and our data at rest (stored in the database) is encrypted using AES-256 encryption algorithm.

## Security Overview

GovOS security objectives are driven by our government entity client needs. Our online business compliance platform and short-term rental compliance tools provide the highest level of security and privacy available to meet the needs of our clients.

GovOS has established operational requirements that support the achievement of security commitments, relevant laws and regulations, and other system requirements. Information security policies define an organization-wide approach to how systems and data are protected. These include policies around how the software is designed and developed, how the system is operated, how the internal business systems and networks are managed, and how employees are hired and trained. In addition to these policies, standard operating procedures have been documented on how to carry out specific manual and automated processes required in the operation and development of the GovOS platform.

## Infrastructure & Security

Our systems are developed for and utilize **cloud-based technology** for better and faster access anytime, anywhere.

- ✓ The primary infrastructure used to provide the GovOS system is **Amazon Web Services(AWS)**.
  - AWS hosts both our applications and our client data.
  - Our solution security leverages Amazon's multi-billion-dollar investment in security and infrastructure.
  - This ensures a highly secure and reliable, scalable, and low-cost infrastructure platform in the cloud.
  - Competitive solutions use private clouds and have significantly less investment in security.
- ✓ Our servers all have **24/7 monitoring** and instant alerts for any unusual activity including, but not limited to:
  - Spiking CPU usage
  - High memory usage
  - Low disk space
  - Attempted attacks from outside parties



- ✓ Our environment utilizes **redundancy systems for high availability**, i.e., if any server is too busy, another is used.
  - Real-time, instantaneous backups in multiple regions.  
*For example, if there is an outage in California, we can move to servers in another region to minimize any downtime.*
- ✓ GovOS uses encryption technologies to protect customer data both at rest and in transit. This means that all data, both on the site and in the database, is secured via the highest encryption protocols.
- ✓ All web servers and database servers are behind a smart load balancer that restricts access from certain locations. This functions as an additional firewall, which can detect attacks and attempts to disrupt service.
- ✓ Secure Server Administration is only accessible to a limited number of GovOS administrators via secure VPN (Virtual Private Network) connections utilizing the latest multi-factor authentication technology.
- ✓ Multi-factor authentication (MFA) is required for administrator access to our System. Usernames and passwords are important but are vulnerable to cyber-attacks. MFA enhances our product security by requiring users to identify themselves by more than a username and password.

### **GovOS Business Licensing & Tax is SOC 2 Certified**

- ✓ GovOS is an industry leader in safeguarding customer data and unlike our competitors, our Business Licensing & Tax software is SOC 2 Type I and Type II certified.
- ✓ Independent auditors found that not only do we have the latest best practice security policies in place, but we follow them rigorously.



## Optional Modules

### Accommodation Tax Collection

GovOS is the industry leader in online tax collection and provides an unapparelled tax minded solution. By utilizing our GovOS Tax Collection Module in addition to the Registration Module, the City can provide a one stop shop for STR owners and managers to manage their compliance obligations. Additionally, City staff benefit from greater efficiency by choosing to add-on our integrated Tax portal.

### Fee & Tax Collection System

Our GovOS Tax Collection portal and payment processor integration allows for quick and easy tax filing. Our solution takes a proactive approach to encourage timely tax remittance by creating an automated tax obligation each filing period. This sets us apart from other vendors who may rely on taxpayers taking the initiative to remit their accommodations tax.

Through this portal, accommodation tax forms are assigned to each property account. Authorized users are notified of the tax form's availability and due date. The tax form appears as open and incomplete in the users' action center until it is completed, filed, and paid. Automated reminders are sent to property owner/agency users regarding all incomplete tasks to encourage completion without requiring City staff time. Reminders are sent weekly by email.

### Custom Electronic Tax Forms

Your Account Manager and Conversion Specialist work closely with City staff to design the layout and logic of tax form(s) for business users. All auto-calculations, penalty/interest fees, and exemption explanations will align with your tax form requirements and are accessible via mobile devices.

Business users can underpay tax forms by mailing in a check less than the amount due. Unlike other vendors, the remaining amount due is an outstanding liability presented to the taxpayer. In the online tax form version, users will need to pay the full amount due. City staff will no longer spend time chasing unpaid penalty & interest because the online form requires the user remit tax plus penalties plus interest to submit the filing.

### Bulk Filing for Property Managers

The GovOS bulk filing solution is designed to make it easy for property managers to remit tax on a per property basis. Managers simply need to copy tax remittance data from an excel template (provided by GovOS) into the bulk filing solution. Tax calculates per property automatically. The manager can check out with one easy payment for all tax forms.

### Fee & Tax Revenue Reporting

GovOS offers extensive revenue reporting. The City will have access to reporting with the Registration Module. If the City adds the Fee & Tax Collection Module, revenue reporting will provide a full picture of STR activity in the City of Huntsville. The City will not need to merge reports from different systems to identify and report on STR revenue collections.



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## Terms of Use

# GovOS Business Licensing

Welcome to GovOS, Inc. GovOS is a Delaware corporation having a business address at 8310 N. Capital of Texas Highway, Building 2, Suite 250, Austin, Texas 78371 ("GovOS").

These TOU are incorporated into and a part of the contract between GovOS, Inc. (hereinafter "GovOS," "we," "us," or "our"), and you ("you," "your," or "Customer") under which GovOS provides you a subscription to access either (or both) the GovOS Business Licensing & Tax platform or the Short-Term Rental platform as set forth in your Agreement with us. This includes each application and functionality as provided for in your Agreement and all related content such as text, information, images, applications, templates software and other information, services and materials (collectively, the "Service") and all information made available to you or by you through the platform.

"Customer" shall mean the entity or person that has signed a contract with GovOS for use of the Service, and a User shall include a unique user of the Service whether a Customer or not (as defined by unique URL, IP address or other unique identification). A signed proposal or other signed document agreeing to the provision of Services and these TOU constitute the contract between us and are collectively referred to herein as the "Agreement."

Any new features that augment or enhance the current Service, including the release of new features and resources, shall be subject to this Agreement. You agree to use the Service at your own risk, and you understand GovOS is not responsible for the data or content uploaded or posted by you as a Customer or any User.

### **1. Subscription to use the Services.**

Subject to the terms of the Agreement and provided Customer is current on its fees under the Agreement, GovOS grants, and Customer hereby accepts, a nonexclusive, nontransferable, revocable subscription to access the Service during the Term of the Agreement (the "Subscription"). The Service is cloud-based. This means we are not going to provide you or any User any software that is downloaded or a license to use our software. Rather, your Subscription authorizes you to access and use the Service which remains in the cloud. The Subscription provided is only for the use of Customer. Customer may only allow its personnel (employees or agents) to have administrative access to the Service who are authorized to use the platform and have registered for an account and understand and agree to these TOU ("Authorized Users").

Customer may also allow non-administrative access to the platform to its customers, constituents, taxpayers, property owners, property managers, registrants, permittees, or licensees (hereinafter a "Business") solely for purposes consistent with Customer's use of the Service.

We spent a lot of time and resources creating our software and the Services, so we want to protect them. This means there are things a Customer and User cannot do relating to the Service. Specifically, you as a Customer are prohibited from and agree not to, and will not allow your Users, under any circumstances to (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the content in any way except as provided for herein; (ii) modify or make derivative works based upon the Service or the content; (iii) create Internet "links" to the Service or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features,

functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. Any and all rights not expressly granted hereby to the Customer are reserved by GovOS.

There are some other things Customers, and their Users cannot do because we believe they are wrong. The Service may not be used in any way (i) that is illegal or promotes illegal activities or in a manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age, or is otherwise indecent (ii) to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or (iv) to interfere with or disrupt the integrity or performance of the Service or the data contained therein.

If you or any of your Users violate these TOU, we reserve the right, in our sole discretion, to suspend or terminate your Subscription with or without advance notice. If we learn that data stored by the Customer and/or User is in violation of any law, infringes third party rights or violates these TOU, we may immediately bar access to such data without prior notice to the User or Customer. The Customer and/or User shall be promptly notified by GovOS of any such action under this provision.

## **2. Creating an Account to use the Services.**

To obtain access to certain Services, you will be required to obtain an account with GovOS (become a "Registered User"). Once a Customer has signed an Agreement, your Users will register with the Service and set up their user profile including username and security credentials. Until a User registers, their access to the Service will be limited to the areas of the Service, if any, that are available to the general public. Each Customer will have at least one (1) administrator who will have the ability to set up individual user accounts up to the amount authorized in the Customer's subscription. When registering with us you must and be sure any Authorized Users: (a) provide true, accurate, current and complete information as requested when establishing an account (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

We may withdraw access of a User at any time in our sole discretion if a User violate these Terms of Use. Each User will need to have their own distinct account. If a Customer has more than one User, they will each need to register for a distinct Account. Each User must keep their account and passwords confidential and not authorize any third party to access or use the Service on their behalf unless we provide an approved mechanism for such use. You must contact us right away if you suspect misuse of your account or any security breach in the Service. The Customer is responsible for all activities that take place with your account. We will not be liable for any loss or damage arising from any unauthorized use of your account(s).

If a third party such as an employer provided you your account, that party has rights to your account and may: manage your account, reset your password, or suspend or cancel your account; view your account's usage and profile data, including how and when your account is used; and read or store content in your account.

## **3. Implementation.**

GovOS and Customer will cooperate to ensure timely and accurate implementation and delivery of services. You will be required to provide certain information to allow us to set-up and implement the Services. This may include your local legal requirements, tax and fee requirements, compliance standards, and Business notification preferences.



Implementation will also require you provide us merchant processing credentials so we can direct deposit revenues associated with the registration and licensing fees paid through the Service. GovOS has been configured to interface with preferred vendors to provide payment gateway services. GovOS can create an interface compatible with other payment gateway vendors you select which will be billed at a professional services rate of \$225.00 per hour.

You acknowledge our ability to correctly and timely implement forms, templates, workflows and other elements necessary to provide the Services is dependent upon cooperation from you. Customer will participate in user acceptance testing as requested by GovOS. GovOS is not responsible for delays or other consequences resulting from Customer's failure to timely provide accurate information or participate in user acceptance testing.

Payment of fees will not be reduced, delayed or modified as a result of Customer's failure to meet this obligation.

#### **4. Term and Termination.**

The Agreement will be effective upon the execution of the Agreement by Customer. Unless expressly set forth elsewhere in your Agreement with us, the initial term of the Agreement will be for one year. The parties may, by mutual consent, renew the Agreement for additional terms of the same duration as the initial term. The Customer shall give notice of its intent to renew at least sixty (60) days prior to the expiration of the current term. Either you, or we may terminate the Agreement for a material breach by the other party if, after thirty (30) days written notice of such breach, the breach remains uncured.

In the event of termination your access to the Service will be terminated. You will return or destroy all GovOS confidential information, and upon request, provide a written certification of the same. If you request a copy of Customer Data within our system within thirty (30) days of termination, we will export all Customer Data within our system in CSV format. Upon request, but at our discretion, we may provide Customer Data in other formats for a fee at our then current professional services rate. You agree and acknowledge that we have no obligation to retain Customer Data beyond thirty (30) days after termination and that Customer Data may be irretrievably deleted after that time without further notice to you.

#### **5. Payment and the Services.**

Fees for the initial term are due upon execution of the Agreement. We will send you an invoice for the initial term upon execution of the Agreement. We will send an invoice for any renewal term no less than thirty (30) days prior to the beginning of the renewal term. All invoices are due in full within thirty (30) days of the invoice date.

Your continued use (subscription access) of the Service is contingent upon timely making all payments as provided for in the Agreement. If all or part of any payment is more than sixty (60) days late GovOS reserves the right to suspend your service. We will provide you advance notice of suspension to avoid unnecessary interruption in service. GovOS reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. If all or part of any payment remains past due more than ninety (90) days, we reserve the right to cancel your Subscription. We will provide you at least ten (10) days advance notice prior to cancelling your Subscription.

The price for the Service excludes all taxes and charges (sales or otherwise), unless stated in your

contract for service. You are responsible for any taxes owed related to the provision of the Service excluding tax related to our income for selling the Service. Depending on the legal jurisdiction of Customer, we may add and collect tax in addition to payment for the Service. If you are exempt from any or all taxes, you are responsible to provide us a tax-exemption certificate within thirty (30) days of the start date of your Subscription.

In addition to any of our fees, you may incur and responsible to pay charges incidental to using the Service such as charges for merchant processing fees, Internet access/data or other third-party connection fees related to your accessing and using the Service.

## **6. Cloud Availability, Support, Maintenance, and Service Level Targets.**

**a Cloud Availability Level.** GovOS will use commercially reasonable efforts to provide 99.5% Application Availability measured per calendar quarter (the "Reporting Period"). Application Availability is measured monthly by subtracting from 100% the total percentage of 5-minute periods during the Reporting Period for which there is no external connectivity and the Subscription Services do not respond to data requests ("unavailability"), unless such unavailability results from an Exclusion.

Exclusions means Planned Maintenance (defined below), interruptions or delays in providing the Subscription Services resulting from telecommunications or Internet service provider failures or any third party's acts, errors or omissions or any systems not provided by GovOS, including computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within GovOS' possession or reasonable control, and denial of service attacks against internet infrastructure providers ("DDOS").

Planned Maintenance means those times GovOS will require that business critical components of the system be taken offline for deployment of releases, latest security patches, or applying network/infrastructure changes for service improvement maintenance. GovOS will make all reasonable efforts to not perform any Planned Maintenance during Business Hours. GovOS will provide reasonable advance notice of any Planned Maintenance.

**bCustomer Support.** As part of your Subscription, we will provide Support for you as a Customer. Support resources are available via e-mail or phone from 8 AM to 5 PM Mountain Time, Monday through Friday, excluding holidays.

Support to you includes questions surrounding how to use a feature within the Service. It also includes troubleshooting any issues you run into through bugs or product deficiencies. Support does not include consulting services such as achieving your end-to-end goals, modifying the overall workflow of your solution, or high-level accomplishment needs ("Professional Services"). We will notify you prior to performing work on any request we consider a Professional Service as well as a proposed cost.

**c Maintenance.** Services provided to you are cloud-hosted solutions where maintenance and improvements are being rolled out to your platform as they are developed. While some of these improvements enhance your user experience and are noticeable changes to the platform, others are performance related and work behind the scenes. Your Subscription includes access to these improvements as well as continued maintenance to the Service.

**dService Response Level.** GovOS will use commercially reasonable efforts to meet or exceed the following service level targets:

Severity Level	Description	Response Target*	Resolution Target
Priority 0 (P0)	Total loss of system functionality. Significant loss or corruption of data or images.	Within 15 minutes	Within 8-10 hours
Priority 1 (P1)	Significant loss of functionality preventing business goals from being attained. Workaround not acceptable.	Within 2 business hours	Within 14 business days
Priority 2 (P2)	Anomalies in system function or administration that require assistance. Non-urgent product issue or question.	Within 8 business hours	Within 14-21 business days
Priority 3 (P3)	Minor, temporary, or infrequent issues that affect a limited number of users. Administration issues or questions that are not urgent.	Within 12 business hours	To be determined by the Product team based on level of effort and workload.

\*The calculation of Response Target time periods commences once GovOS acknowledges receipt of a Support request during the Support Operation Team's normal business hours.

## 7. Customer Account Responsibilities.

You are responsible for all activity occurring under your Customer and related User account(s) and shall abide by all applicable local, state, national and foreign laws, treaties and regulations

in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

In addition, you shall be responsible for abiding by any and all internal policies, procedures and regulations, which are required, by your employer and/or the applicable administrators of your account.

You shall: (i) notify GovOS immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to GovOS immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by You or other users to violate this Agreement or the intellectual property rights of third parties; and (iii) not impersonate another User or provide false identity information to gain access to or use the Service.

GovOS understands the importance of data security and controls to make sure data is secure. However, unscheduled security scanning performed by customers, including and not limited to scans, penetration tests, or similar systemic tests may cause responsive countermeasures or otherwise disrupt the Service and are therefore prohibited. If you want to perform any security scanning, you are required to contact us in advance and provide the nature and scope of such scans or test. We may, at our discretion, agree to such testing provided we can mutually agree upon the scope, time, and frequency of any such scanning. Any security scan done without our permission will constitute a breach of these TOU and may be treated as a malicious attempt. We look forward to working through any security requests together.

## **8. Customer Data.**

Customer Data means all the Customer/User originated content that is entered, uploaded, and in some instances stored in the system ("Customer Data"). GovOS content is the content provided as part of, or entered into, the Service platform. GovOS does not own any data, information or material that you or other Users submit to the Service in the course of using the Service. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all Customer Data that you or your Users submit.

The Service is hosted either by GovOS or a cloud-provider of GovOS' choice. All data stored as part of the Service is backed up on no less than hourly. If a Customer experiences loss of Customer Data, we will use commercially reasonable efforts to promptly restore data from the most recent working backup.

## **9. Intellectual Property Rights.**

GovOS alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the GovOS technology, the content, the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, GovOS technology or its intellectual property rights.

All copyrights and/or other intellectual property rights, title and interests in a) software on which the Service is based and made available to the Customer and/or User, b) workflow processes, user interfaces, designs, source codes or other software components of the Service, c) content of Service including text and graphics, excluding Customer Data, d) trademarks, names or marks are



the sole property of GovOS, and/or third parties having granted GovOS license for its use, and the Customer and/or User shall gain no rights to those intellectual property rights other than the limited right of use as stipulated in this Agreement. The Customer and/or User retain all intellectual property rights regarding Customer Data submitted by a Customer and/or User.

## **10. Confidentiality and Data Protection.**

**a Confidentiality.** As used herein, "Confidential Information" means all information exposed or provided to a party (a "Receiving Party") by the other party (a "Disclosing Party") (a) within the Service, or (b) otherwise that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, c) GovOS intellectual property, and d) Customer Data. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to a the Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party, as demonstrated by written records, (iii) is received from a third party without breach of any obligation owed to Disclosing Party, or (iv) was independently developed by a Receiving Party without reference to the Confidential Information, as demonstrated by written records.

Except as set forth in the Agreement or otherwise permitted in writing by a Disclosing Party, the Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement. A Receiving Party may disclose Confidential Information to the extent required by process of law provided, Receiving Party, to the extent permitted by law, provides Disclosing Party written notice in advance of responding to the request. Customer will not include GovOS Confidential Information that is exempt by law from its response to any open records request. GovOS will cooperate with Customer to identify exempt information. We reserve the right to share aggregate data from the Service provided it does not identify, in any way, a specific Business or the confidential data of such specific business.

**bData Protection.** To the extent GovOS stores or processes personal data on behalf of Users, GovOS shall disclose such personal data only according to instructions from such Users. We have implemented appropriate technical, administrative and physical controls to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. We will reasonably comply with a Customer request relating to data security requests or audits. We will notify you in advance of complying if we believe a request is overly burdensome and will result in additional fees.

GovOS maintains procedures for the effective management of data security incidents, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance, GovOS verifies an incident that either compromises or could reasonably be expected to comprise Customer data through unauthorized use, disclosure, or acquisition of Customer data ("Security Incident"), GovOS will promptly, and no in event more than one-business day, notify Customer of its discovery. After such notification, GovOS will, at its own expense, immediately; investigate to determine the nature and extent of the Security Incident; contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and correcting any weaknesses in security; report to Customer, as then understood, the nature of the Security Incident, the Customer data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what GovOS has done or is doing to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action GovOS has taken or will take to prevent future similar unauthorized use or disclosure. GovOS will continue to provide periodic and material updates to Customer. GovOS will confer with Customer, unless prohibited by law, to coordinate any regulatory or individual breach

notifications.

Customer should promptly report all actual or suspected Security Incidents involving Customer or GovOS confidential information via Legal@GovOS.com indicating a Security Incident issue and providing Customer contact information.

Personal Healthcare Information (PHI) and other healthcare information may be subject to certain regulations including the Health Insurance Portability and Accountability Act (HIPAA). Customer represents on its own behalf and for its Users that for purposes of this Agreement Customer is not a Covered Entity and that neither Customer, nor its User will store Personal Healthcare Information as regulated by the Health Insurance Portability and Accountability Act and its amendments (HIPAA), without the prior consent, and as applicable, the execution of a Business Associate Agreement by the parties.

**Privacy.** GovOS will not forward marketing material from non-affiliated third parties to its Users. GovOS may forward product news relevant to User's use of the Service as GovOS sees fit from time to time. GovOS retains the right to disclose the identity of any Users in any sales or funding efforts or processes of GovOS and in cooperating with law enforcement investigations. However, always with due consideration to the interests of the User.

#### **11. DISCLAIMER.**

OTHER THAN ANY WARRANTIES EXPLICITLY STATED HEREIN, THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND GOVOS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN OR IN YOUR PROCUREMENT CONTRACT WITH GOVOS RELATED TO THE SERVICES, WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### **12. (Reserved)**

#### **13. LIMITATION OF LIABILITY.**

EXCEPT FOR SERVICE FEES AMOUNTS EXPRESSLY DUE AND PAYABLE TO GOVOS HEREUNDER AND CLIENT'S VIOLATION OF SECTION 1, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE LESSER OF FEES OR OTHER CHARGES PAID BY CLIENT TO GOVOS DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR TWO-HUNDRED FIFTY AND 00/100 THOUSAND DOLLARS. EXCEPT FOR CUSTOMER'S VIOLATION OF SECTION 1, UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

#### **14. Force Majeure.**

GovOS is not responsible for situations or conditions which fall under force majeure, including but not limited to war, riot, uprising, strike, lock-out, fire, flooding, natural disasters, pandemics, monetary restrictions, import/export embargoes, interruption of electronic traffic, interruptions or breakdowns in energy or communication supplies, attacks of computer viruses, attacks by hackers and force majeure of subcontractors.

#### **15. Notice.**

GovOS may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record for an administrator in GovOS' account information, or by written communication sent by first class mail or pre-paid post to your address on record in GovOS' account information. Such notice shall be deemed to have been given upon the expiration of four (4) business day after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email).

#### **16. Reserved**

#### **17. Assignment.**

This Agreement may not be assigned by you without the prior written approval of GovOS. GovOS may assign this Agreement without your consent to (i) an affiliated entity, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

#### **18. General.**

The Agreement between us and you will be governed by the laws of the state of Customer's primary place of business without reference to the principles of conflict of laws. No joint venture, partnership, employment, or agency relationship exists between you and GovOS as a result of this Agreement or use of the Service. The failure of GovOS or Customer to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed in writing. This Agreement supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Unless otherwise provided elsewhere in the Agreement, the following provisions shall survive termination or expiration of the Agreement: 4 Termination, 5 Payment Terms, 9 Intellectual Property Rights, 10 Confidentiality; 12 Indemnification, 13 Limitation of Liability, and 18 General.



## City of Huntsville Questionnaire

**Security:** What is the security level of the platform and the company as a whole? This can include things like controls on the data and the security level of the company providing the service. Do they use MFA, EDR, et cetera? What controls are there prevent misuse by the company's developers? Is the data encrypted in transit and at rest, what level encryption is being used?

The security level of the platform is addressed at three levels.

First is development and the tooling used to ensure our developers and code does not inadvertently expose a vulnerability. Developers are required to go through annual security training. All code is reviewed by a senior developer/lead and never by the person who wrote the code, and the code review includes security. Lastly, our code is scanned for vulnerabilities prior to being deployed to production.

Second is who, within GovOS has access to production data and how do they access the data. Credentials to the production environment is only given to those who have an approved "elevated security" profile. Approval to get an elevated security profile requires multiple approval levels and the list is reviewed quarterly to ensure compliance. Access to the systems by those developers requires MFA.

Lastly is how the data is managed. All data is encrypted in motion and at rest. Data is encrypted in motion using SSL TLS 1.2 and for storage, SHA 256.

**Auditability:** How do we verify that the company is doing what it says? Most commonly this is a SOC2 Type 2 report or ISO registration. Is there any ability for us to go in and verify controls? How can we exercise due diligence and due care before and during the software licensing process?

GovOS currently undergoes SOC 2 Type 2 audits annually. These reports are available to our customers when requested.

**Reversibility:** How do we get our data back? Can we download it in a common format like CSV? We must assure that the data returned is readable and usable by us. No database extract without the schema or data dictionary, for example.

GovOS will provide all customer data on-demand and in a comma or tab delineated format. Some customers have implemented procedures to get data on a regular schedule. This allows for local jurisdiction backups of customer data.

**Incidents:** If a security breach occurs what is the process for determining the incident and whether to report it? What relief will the City receive if our data is breached and/or disseminated? Who declares a security incident and to what standards?

Security incidents can be reported by the public, jurisdictions who license the software, or by internal GovOS employees. The process for reporting is described as a part of our support policies but is reported

through our customer support channels. Security breach reports follow a different protocol for analysis and remediation including immediate notification to the jurisdiction for a confirmed breach, scheduled updates during breach analysis and remediation and any notification or actions required by local, state or federal laws.

**Data Transfer:** How is information placed into the SaaS application and how is it received? Are we using FTP, a web browser, or something else? Do we have to open any non-standard network ports?

There are three scenarios where we require transferring of data. The first is during onboarding of the system. We prefer downloads or physical drives with the data that we have to load and can work with Huntsville to determine the most appropriate and secure method to use (SFTP, etc.). Once live, there may be the periodic transfer of data (e.g. parcel data) for uploading to the GovOS system. This is typically done on a quarterly basis and most customers use a similar method to the one they used for initial data load. The last scenario is when we provide a backup of customer data. This is typically generated by GovOS and placed on an SFTP site for download by the jurisdiction. Our goal is to not require a lot of wiring between the GovOS application and other jurisdiction applications. This avoids having to implement and manage network settings to support direct calls, etc.

**Backups:** What is the company's strategy for backing up the City's data? Is it geographically dispersed, air-gapped, multi-cloud? What is their recovery point objective and recovery time objective?

All data is replicated to a different region in real-time such that any interruption in access to the primary database can be quickly re-directed to the secondary database. Should the primary database go offline then the GovOS RPO and RTO are less than 5 minutes and 6 hours respectively.

**Region:** Where will the data be hosted and processed?

Our primary region is the Northern California AWS datacenter. Our secondary site is the Ohio AWS datacenter.

**Platform:** What is the back-end platform for the service? E.G., is it Amazon GovCloud, Azure GCC, or something else? If self-hosted what controls and redundancy does the company have to ensure uptime? What security controls are running on the cloud platform?

All GovOS workloads are run on the Amazon commercial cloud. As such, we leverage the AWS security controls and redundancy capabilities.

**Service Level Agreements:** What are the downtime windows for the product? What recourse do we have if the product does not meet our expectations of performance?

Per the TOU, GovOS provides an SLA of 99.5% uptime excluding planned maintenance windows. Notice of planned maintenance periods are provided at least 24 hours in advance and our goal is to never perform maintenance during normal jurisdiction business hours. The exceptions would include things like critical security patches or any P0 remediation that requires the system to be cycled.



**Privacy:** How are sensitive data types like PII and PHI controlled? Who has access to our information? Who manages data classification?

All PII and PHI data is encrypted and only accessible by GovOS employees with elevated security roles. Data classification (i.e. identification of data elements that fall under PII or PHI) is done by GovOS, however should a jurisdiction have a data classification process that is different or more stringent than GovOS, then GovOS can extend the PII or PHI security controls to that data as well. Data classified as PII or PHI is reviewed and agreed upon as a part of the onboarding process.

**Scope:** What activities are covered by this agreement? What should the City expect with this product?

Please refer to the proposal which includes the GovOS RFI Response and our SOW for custom work.

**Authentication:** How will we authorize City users? Will it be application-specific, or can we use Single Sign On via Microsoft Azure Active Directory? Can we use MFA? Who will manage the users on the platform?

All admin roles require MFA. GovOS does support Microsoft Azure Active Directory. All users on the platform are managed by the jurisdiction.

**Maintenance:** Who is responsible for the ongoing maintenance of the application? When will the maintenance be conducted? How long are the maintenance windows?

GovOS maintains the underlying platform on which the Huntsville configuration is deployed. Maintenance performed by GovOS is typically done as planned maintenance activities that are scheduled by GovOS with reasonable prior notification to the jurisdiction.

**Support:** What type of support is provided and what is the response time? Is it email-only, a dedicated representative with a 1-hour response time, something else? Can we request changes in the software and what would that process entail?

**End User Support:** Monday-Friday 7am-7pm central Time. Support via email at [blt.str.support@govos.com](mailto:blt.str.support@govos.com) or by phone at 888-751-1911. This is for end users needing help accessing the online portal. Questions range from accessing the website to finding and filing their forms online. Questions regarding ordinances or specifics on why something is required will be referred to the jurisdiction to handle. This includes requests to close an account, amend a return, or remove a tax filing requirement or license requirement.

**Client User Support:** Monday-Friday 9am-6pm central. Support via email at [blt.str.support@govos.com](mailto:blt.str.support@govos.com) or by phone directly to a member of the Account Manager team. This is support for the client/admin users of the software. Guidance on admin processes within the system including batch processing (paper posting), amended returns, notifications, reporting, reconciling, and other admin functions. This support team is here to assist the client

in performing their administrative tasks within the system. The client is responsible for performing such tasks but if assistance is needed can reach out for guidance.

Software changes can be made via the support system where it is categorized as an enhancement request. Enhancement requests are tracked and dispositions reached allowing jurisdictions to track the status of enhancement requests. If other customers have made similar enhancement requests, then the ticket may be merged with the existing ticket but each jurisdiction making the request will be able to track the request's progress.

**Warranties:** What is the platform guarantee? What if it doesn't meet our needs? What is the process for a warranty claim?

Per our terms of use found here: <https://govos.com/products/business-licensing/terms-of-use/>  
In general, GovOS warrants that the system will perform substantially in accordance with the Proposal and any System documentation. If any component or performance of the System is believed to be defective, the jurisdiction provides GovOS notice that identifies each defect with specificity. GovOS will investigate and verify each reported defect. Upon verification by GovOS of a reported defect, GovOS shall as determined in its sole discretion, repair, replace, or otherwise correct each verified defect at no cost to Customer.

**License Terms:** What is the City being bound to do? What restrictions are being placed on the usage of this software?

Per our terms of use found here: <https://govos.com/products/business-licensing/terms-of-use/>  
You are responsible for all activity occurring under your Customer and related User account(s) and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.  
In addition, you shall be responsible for abiding by any and all internal policies, procedures and regulations, which are required, by your employer and/or the applicable administrators of your account.

You shall: (i) notify GovOS immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to GovOS immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by You or other users to violate this Agreement or the intellectual property rights of third parties; and (iii) not impersonate another User or provide false identity information to gain access to or use the Service.

GovOS understands the importance of data security and controls to make sure data is secure. However, unscheduled security scanning performed by customers, including and not limited to scans, penetration tests, or similar systemic tests may cause responsive countermeasures or otherwise disrupt the Service and are therefore prohibited. If you want to perform any security scanning, you are required to contact us in advance and provide the nature and scope of



such scans or test. We may, at our discretion, agree to such testing provided we can mutually agree upon the scope, time, and frequency of any such scanning. Any security scan done without our permission will constitute a breach of these TOU and may be treated as a malicious attempt. We look forward to working through any security requests together."

**Third Party Users:** Does the company outsource the work? Will any person not employed by the SaaS provider have access to City data?

Some development work may be performed by individuals not employed directly by GovOS. Those individuals are required, by contract, to abide by all security policies applicable to GovOS employees. In some cases, we use contract resources who are not located in the United States. Those resources are not allowed elevated security roles and by policy are not allowed access to any production customer data.

**Governing Jurisdiction:** If a dispute arises where can we seek remedy? Which State's law covers us? Is the service provider non-US?

**Arbitration:** Is the City being bound to arbitration or can we seek relief in the courts?

Arbitration is preferred but not necessary.

**Payment:** How is the software being billed? What is the length of the contract and what are the payment terms? Can we renew at the same rate?

City of Huntsville will receive a quote from DLT which can be used to issue a PO. The initial payment is 30% due upon signing and the remaining 70% due upon Go-Live. Net 30 days. The initial contract length will be two years with the price increase between 5% and 7% at renewal.

**Lifespan:** How long will this product be offered? Will we be forced to move to a different package at the end of our initial contract?

The product itself is a platform and all enhancements are provided on that platform. GovOS fully intends to leverage this platform and enable customers to gain access to new features without painful migrations. Some new features might replace custom functionality or incorporation of new features might require changes to the jurisdiction configuration. While those changes would be done on the core platform, deploying those changes might require new training, jurisdiction specific testing, etc.





# Price Quotation

Quote: 5135381  
Reference: 1742837  
Date: 03/17/2023  
Expires: 03/31/2023

To: Penny Smith  
Huntsville City of (AL)  
Huntsville, AL 35804

From: Arman Rashidian  
DLT Solutions, LLC  
2411 Dulles Corner Park  
Suite 800  
Herndon, VA 20171

Phone:  
Fax:  
Email: penny.smith@huntsvilleal.gov

Phone: (703) 773-9246  
Fax: (703) 773-9246  
Email: arman.rashidian@dlt.com

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
1	1348-0001	CUSTOM BUSINESS LICENSING & TAX SOLUTION	MSTATE-MVEND-TIP S-II	1	\$400,000.00	\$400,000.00
<p>Cloud Software For Business Licensing Solution and Tax Solution and Initial Onboarding Cloud Software For Business Licensing Solution and Tax Solution and Initial Onboarding Cloud Software</p> <ul style="list-style-type: none"> <li>• Business Licensing Solution - Allows your municipality to streamline the entire Business Licensing process from registration to renewal. Businesses can easily register, renew and pay for their licenses online. You can set customized, automated workflows for processing these licenses.</li> <li>• Tax Solution - Businesses can file and pay their taxes online via a smart form that calculates amounts owed based on the user's input. If Businesses are delinquent, our system automatically accounts for additional fees. Internally, you can report on all businesses filing taxes and easily track both collections and delinquency.</li> <li>• Includes required tax forms</li> <li>• Licensing Module includes automated annual renewals</li> <li>• Unlimited user logins for both business and jurisdiction users</li> <li>• Unlimited phone and email support to business and administrative users</li> <li>• Software hosting and license fees</li> <li>• Server and IT infrastructure, including 24/7/365 maintenance and support</li> <li>• Daily data backup, managed by our expert IT team</li> <li>• Enhancements released to all subsequent GovOS versions.</li> <li>• GovOS provides significant ongoing support and development to your system after initial implementation:</li> </ul>						
2	1348-0002	INITIAL IMPLEMENTATION & DEV - CUSTOM BL & TAX	MSTATE-MVEND-TIP S-II	1	\$115,000.00	\$115,000.00
<p>Initial implementaiton and custom development for Business Licensing &amp; Tax Solution Onboarding</p> <ul style="list-style-type: none"> <li>• Customization of site address and branding (e.g., city.govos.com).</li> <li>• Data import of business records and transactions.</li> <li>• Customization of five tax forms and required licensing forms, including automatic late fee calculation.</li> <li>• Payment Gateway API setup, ESRI GIS API setup, and interface to accounting system setup.</li> <li>• Tobacco revenue stamp, liquor bond tracking, compliance process configurations, state txt file import, and additional customizations</li> <li>• Web-based training for jurisdiction staff. Unlimited, ongoing phone and web support are provided to all administration staff as part of monthly hosting and support.</li> <li>• Unlimited email and phone support for all businesses.</li> </ul>						



# Price Quotation

Quote: 5135381  
Reference: 1742837  
Date: 03/17/2023  
Expires: 03/31/2023

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
NOTE						
Initial payment: 30% due at signing and remainder due at Go-Live						
Implementation Fee: \$115,000.00						
Year 1 License Fee: \$400,000.00						
Year 2 License Fee: \$400,000.00						
Year 3 License Fee: \$412,000.00						
Year 4 License Fee: \$432,600.00						

Total **\$515,000.00**

UEI - F1N2KDGBDTU8  
Contract #: 210101  
Contract Term: 6/6/2021 - 3/31/2026  
Federal ID: 54-1599882  
CAGE Code: 0S0H9  
FOB: Destination  
Ship Via: Fedex Ground/UPS  
Payment Terms: Net 30 days  
DLT accepts VISA/MC/AMEX

THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT #210101 AND THE TERMS AND CONDITIONS AT <http://www.dlt.com/products/client-commercial-licenses> THAT APPLY TO THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTATION. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE TERMS OF THE AFOREMENTIONED CONTRACT ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT.

CPARs requests should be sent to the attention of AJ Ezersky at [cpars@dlt.com](mailto:cpars@dlt.com).

**PLEASE REMIT  
PAYMENT TO:**

ACH: DLT Solutions, LLC  
Bank of America  
ABA # 111000012  
Acct # 4451063799

**-OR-**

Mail: DLT Solutions, LLC  
P.O. Box 743359  
Atlanta, GA 30374-3359

Customer orders subject to applicable sales tax.

Documentation to be submitted to validate Invoice for payment:

- Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-091

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**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 structures.

**Special Circumstances:**

**Grant Funded:** \$ N/A

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**

Standard of periodic bid utilizes by various departments.

Update of Bids:

Temple, Inc. - Advanced Traffic Controller Cabinets (Traffic Engineering)



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2713

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**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 structures.

**Special Circumstances:**

**Grant Funded:** \$ N/A

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**

Standard of periodic bid utilizes by various departments.

Update of Bids:

Temple, Inc. - Advanced Traffic Controller Cabinets (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 of the City of Huntsville, Alabama.

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:**

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Temple, Inc.	Advanced Traffic Controller Cabinet	One Year W/Extension

**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,  
Alabama



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services  
FROM: Melinda Mills  
DATE: 3/7/23  
DEPT: Traffic Engineering  
BID #: 32-2023-75  
COMMODITY/SERVICE: Advanced Traffic Controller Cabinet

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Temple, Inc.

RECOMMENDATION: Traffic Engineering has reviewed the bids recieved and we recommend the bid be awarded to Temple, Inc.

DESCRIPTION	PRICE	UOM	COMMENT
I. Model 332A without Controller, 11000H16	10,915.00	EA	
II. Model 336S without Controller, 12000H16	9,420.00	EA	
III. Additional Auxilliary Output File, 11126SC16	647.00	EA	
IV. Additional Advanced Conflict Monitor Model 2010 ECL-IP	842.00	EA	
V. Additional Advanced Conflict Monitor Model 2018 ECL-IP	940.00	EA	

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: 2023.03.06 16:11:52 -06'00'

6th March 2023

Department Head

Date

Tamara M. Yancy  
Digitally signed by Tamara M. Yancy  
Date: 2023.03.08 09:25:46 -06'00'

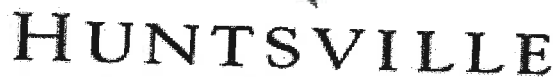
3/8/2023

Procurement Manager

Date

Email completed form to [Procurement@huntsvilleal.gov](mailto:Procurement@huntsvilleal.gov)





**CONTRACT/BID AWARD RECOMMENDATION FORM**  
Continuation – Page 2

[illegible]



# HUNTSVILLE

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

## **Invitation For Bids Advanced Traffic Controller Cabinets**

Invitation for Bid #:	32-2023-75
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 <a href="mailto:erin.motes@huntsvilleal.gov">erin.motes@huntsvilleal.gov</a>
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 <a href="mailto:erin.motes@huntsvilleal.gov">erin.motes@huntsvilleal.gov</a> (256) 427-5056 (256) 427-5059 fax
City Internet Site:	<a href="https://www.bidnetdirect.com/alabama/cityofhuntsville">https://www.bidnetdirect.com/alabama/cityofhuntsville</a>
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Advanced Traffic Controller Cabinets 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 material 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.

SPECIFICATIONS		VENDOR COMPLIANCE	
I. General Requirements		YES	NO
1.1	All equipment furnished shall be new and meet the requirements of the following:	✓	
a.	Underwriter's Laboratory Incorporated (UL)	✓	
b.	Electronic Industries Association (EIA)	✓	
c.	National Electric Code (NEC)	✓	
d.	American Society of Testing and Materials (ASTM)	✓	
e.	American National Standards Institute (ANSI)	✓	
f.	International Municipal Signal Association (IMSA)	✓	
g.	National Electrical Manufacturers Association (NEMA)	✓	
1.2	In all cases of conflict, the specifications herein shall take precedence over and/or supplement CALTRANS Specifications.	✓	
1.3	Apparent Low Bidder shall be prepared to provide a sample cabinet if requested within 30 days of the bid for review and inspection by City of Huntsville, Alabama, to determine that the cabinet meets the specifications.	✓	
II. Cabinet Assembly Configuration		YES	NO
2.1	Cabinet assemblies to be supplied shall be Model 332A (Panel Termination Option), and Model 336S ("Stretch"), per CALTRANS Specifications, except as supplemented herein.	✓	
2.2	Cabinet assemblies shall include the following additional components in cabinet at time of delivery, per each cabinet model:	✓	
2.2.1	Model 332A Cabinet Assembly to include AN INSTALLED AUXILLARY OUTPUT FILE AND HARNESS. OUTPUT FILE USED IN SOUTH CAROLINA KNOWN AS #11126SC16 and HARNESS #11126-322 TO INCLUDE FOUR (4) EACH FLASH TRANSFER RELAYS and six (6) flash programming sockets. The auxiliary output file shall be wired to ensure that all six (6) phases flash correctly during flashing operation where 18 channels are being used so as to NOT allow dark signals during the flashing operation.	✓	
2.2.1.1	NO CONTROLLER	✓	
2.2.1.2	One (1) each Model 2018 (ECL-IP or equivalent) Conflict Monitor	✓	
2.2.1.3	Eight (8) each flash transfer relays	✓	
2.2.1.4	Two (2) each Model 204 Flashers	✓	
2.2.1.5	Twelve (12) each Model 200 Switch Pack	✓	
2.2.1.6	Six (6) each Model 242 DC Isolator in Slot 14 of Upper Input File - GDI or EDI. PDC not acceptable.	✓	
2.2.1.7	Lower Input field termination panel	✓	
2.2.1.8	One (1) each Model 420 Auxiliary Output File used in South Carolina known as #11126SC16	✓	
2.2.1.9	One each Harness #11126-322	✓	
2.2.1.10	Six (6) Detectors EDI/Oracle Model 2E	✓	
2.2.1.11	CALTRANS Specified Switcher Power Supply	✓	
2.2.2	Model 336S ("Stretch") Cabinet Assembly to include AN INSTALLED AUXILLARY OUTPUT FILE AND HARNESS. OUTPUT FILE USED IN SOUTH CAROLINA KNOWN AS #11126SC16 and HARNESS #11126-322 TO INCLUDE FOUR (4) EACH	✓	

	FLASH TRANSFER RELAYS and six (6) flash programming sockets. The auxiliary output file shall be wired to ensure that all six (6) phases flash correctly during flashing operation where 18 channels are being used so as to NOT allow dark signals during the flashing operation.	/	
2.2.2.1	NO CONTROLLER	/	
2.2.2.2	One (1) each Model 2010 (ECL or equivalent) Conflict Monitor	/	
2.2.2.3	Eight (8) each Flash Transfer relays	/	
2.2.2.4	Two (2) each Model 204 Flashers	/	
2.2.2.5	Eight (8) each Model 200 Switch Pack	/	
2.2.2.6	Six (6) each Model 242 DC Isolator in Slot 14 of Input File – GDI or EDI, PDC not acceptable	/	
2.2.2.7	One (1) each Auxiliary Output File used in South Carolina known as #11126SC16	/	
2.2.2.8	One each Harness #11126-322	/	
2.2.2.9	One (1) each aluminum cover plate for cabinet bottom (pole mount only)	/	
2.2.2.10	Two (2) each exterior pole-mounting brackets	/	
	Six (6) Detectors EDI/Oracle Model 2E	/	
	CALTRANS Specified Switcher Power Supply	/	
	<b>III. Bid Pricing</b>	<b>YES</b>	<b>NO</b>
3.1	Bid pricing shall be provided by the bidder for the following cabinet assemblies:	/	
3.1.1	Model 332A (priced per each) with specified equipment to include installed auxiliary output file and harness as specified	/	
3.1.2	Model 336S (priced per each) with specified equipment to include installed auxiliary output file and harness as specified	/	
3.2	Bid pricing shall be provided by the bidder for the following individual components:	/	
3.2.1	Additional AUXILIARY OUTPUT FILE, to include AN INSTALLED AUXILLARY OUTPUT FILE AND HARNESS. OUTPUT FILE USED IN SOUTH CAROLINA KNOWN AS #11126SC16 and HARNESS #11126-322 TO INCLUDE FOUR (4) EACH FLASH TRANSFER RELAYS and six (6) flash programming sockets. The auxiliary output file shall be wired to ensure that all six (6) phases flash correctly during flashing operation where 18 channels are being used so as to NOT allow dark signals during the flashing operation. These additional auxiliary output files are for existing older cabinets that were not ordered with the auxiliary output file already installed.	/	
3.2.2	Model 2010 Conflict Monitor	/	
3.2.3	Model 2018 Conflict Monitor	/	
3.2.4	Model 2010 Conflict Monitor IP Addressable	/	
3.2.5	Model 2018 Conflict Monitor IP Addressable	/	
3.2.6	Detector - ORACLE 2E BY EDI	/	
3.2.7	Base for cabinet 332A	/	
3.2.8	Base for cabinet 336S	/	
3.3	"Lowest bid" is defined as that bid that is the lowest price per line item. City reserves the right to award to multiple vendors per line item.	/	
3.4	Award will be made to the lowest bid that satisfies the requirements described below in Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15.	/	
	<b>IV. Delivery Schedule / Quantity</b>	<b>YES</b>	<b>NO</b>
4.1	Cabinet assembly hardware shall be fabricated and shipped such that receipt by the City of Huntsville is no later than 45 days ARO.	/	
4.2	Once award is selected, for each order placement, the supplier will be required to reply via a written commitment to the City, stating that the order will be processed within the time outlined in requirement 4.1. If the supplier is unwilling or unable to make this written commitment, the City reserves the right to select the next lowest responsible bidder for that order.	/	

4.3	An average of fifteen (15) cabinet assemblies will be needed by the City of Huntsville per fiscal year; however, where specific monies are allocated for technology upgrades, as many as fifty (50) cabinet assemblies may be required in a fiscal year.		
<b>V. Cabinet Assembly Electrical Requirements</b>		<b>YES</b>	<b>NO</b>
5.1	Upon leaving any cabinet switch- or conflict monitor-initiated flashing operation, the controller shall start in the programmed start-up phases and start-up interval.	/	
5.2	Two (2) sets of non-fading cabinet wiring diagrams and schematics shall be provided, in a clear, sealable, water tight plastic bag and placed in the cabinet drawer.	✓	
5.3	Moisture-resistant coating shall be provided on all circuit boards.	✓	
5.4	Surge suppression shall be provided in the cabinet for each type of cabinet device. Surge protection shall be provided for the full capacity of the cabinet input file.	✓	
5.5	All cabinet assemblies shall be furnished with a surge protector on the AC service input, which meets or exceeds the following performance requirements:	/	
5.5.1	Multi-stage Hybrid Design	/	
5.5.2	Series induction filtering	/	
5.5.3	Thermally protected Metal Oxide Varistors (TMOV's)	/	
5.5.4	Operating Voltage of 120 VAC	/	
5.5.5	Clamping Voltage of 395 VAC	✓	
5.5.6	Operating Current 15 A	✓	
5.5.7	Peak surge Current of 45 kA/Phase, 60 kA/Total	✓	
5.5.8	Operating Frequency of 47-63 Hz	/	
5.5.9	EMI Attenuation of 50 dB typical	✓	
5.5.10	SPD Technology of TMOV's with L-C Filter	✓	
5.5.11	Modes of Protection are L-N, L-G, N-G	✓	
5.5.12	Status Indication of Power On & TMOV's Functional	/	
5.5.13	Connection Type is 1/4-20 Stainless Steel Stud, plug-in module operating	✓	
5.5.14	Operating Temperature of -40 degrees C to + 85 degrees C	/	
5.6	One (1) V150LA20 MOV or equivalent protection shall be provided between each load switch field terminal and earth ground.	/	
5.7	A terminal mounted loop surge suppressor device shall be provided for each set of loop terminals in the cabinet. For a 10x700 microsecond waveform, the device shall withstand a minimum of 25 peak surge current occurrences at 100 A, in both differential and common modes. Maximum break over voltage shall be 170 V and maximum on-state clamping voltage shall be 40 V. A maximum response time of less than 5 nanoseconds shall be provided. Off-state leakage current shall be less than 10 microamperes. A nominal capacitance of less than 220 Pico farads shall be provided, for both differential and common modes.	/	
5.8	Surge suppression shall be provided on each communications line entering or leaving cabinet. The communications surge suppressor shall be capable of withstanding at least 80 occurrences of an 8x20 microsecond waveform at 2000 A and a 10x700 microsecond waveform at 400 A. The maximum clamping voltage shall be suited to the protected equipment. Maximum response time shall be less than 1 nanosecond. Nominal capacitance shall be less than 1500 Pico farads and series resistance shall be less than 15 ohms.	/	
5.9	Surge suppression shall be provided on each DC input channel in the cabinet. DC input channel surge suppressor shall be capable of withstanding a peak surge current of at least 10,000 A in the form of an 8x20 microsecond waveform and at least 100 occurrences of an 8x20 microsecond waveform at 2000 A. Maximum clamping voltage shall be 30 V. A maximum response time of less than 1 nanosecond shall be provided. A series resistance of less than 15 ohms per line shall be provided.	/	
5.10	Protection for each preemption or 120 Vrms single-phase signal input shall be provided by an external stud-mounted surge protector. A minimum stud size of 1/3 inch shall be provided. Minimum Number 14 AWG wire leads with 1 foot minimum lengths shall be provided. Peak surge trip point shall be less than 890 V nominal for a 600 V rise per	/	



	microsecond impulse, and 950 V nominal for a 3000 V per microsecond rise impulse. Maximum surge response time shall be less than 200 nanoseconds at 10 kV per microsecond. The AC isolation channel surge suppressor shall withstand at least 25 occurrences of an 8x20 waveform of 10,000 A and a peak single pulse 8x20 microsecond waveform of 20,000 A. A maximum clamping voltage of 30 V shall be provided. Maximum response time shall be less than 1 nanosecond. The discharge voltage shall be under 200 V at 1000 A and the insulation resistance shall be 100 mega ohms. The absolute maximum operating line current shall be 1 A at 120 Vrms.	✓	
5.11	Conductors shall be provided for surge protection wiring that are of sufficient size to withstand maximum over currents which might occur before protective device thresholds are attained and current flow is interrupted.	✓	
5.12	Each cabinet shall include two (2) LED lighting fixtures, one mounted inside the top-front portion of the cabinet and one mounted inside the top-rear portion of the cabinet. Both fixtures shall include a LED bright white light LED that is equal to a 15 watt fluorescent. The fixtures shall provide sufficient light to illuminate all terminals, labels, switches and devices in the cabinet. The fixtures shall be conveniently located so that they do not interfere with a technician's ability to perform work on any devices or terminals in the cabinet. A protective diffuser shall be provided to cover exposed bulbs. Door-actuated switches shall be installed to turn on the cabinet lights when either the front or rear doors are opened.	✓	
5.13	Front and back door switches should be fully insulated against water intrusion and located on the bottom door hinge.	✓	
5.14	Furnish a thermostat-controlled, dual-fan (100CFM minimum rating per fan) ventilation system in all Cabinet Assemblies. The cabinet thermostat is to be factory set to 90 degrees in all cabinet assemblies. The cabinet thermostat and thermostat temperature setting shall be easily accessible and adjustable from the front of the cabinet assembly. Terminals on the cabinet thermostat shall be insulated to prevent accidental electrical shock. For more maintenance friendly access to the fan/thermostat fuse(s) in the 332/336 cabinets, to avoid having to remove a secured controller to access the fan/thermostat wiring, and to avoid cutting the wiring cable ties on hot wires and to avoid short/shock, there shall be a secure area to remove the fuse for replacement. This shall be similar to a Safetran 330 cabinet where there is a secured area	✓	
5.15	Cabinet fan and light shall be fed from 15 amp equipment breaker.	✓	
5.16	A police panel shall be furnished with a police panel door. Police panel door shall permit access to the police panel when the main door is closed. Rainwater shall not be permitted to enter the cabinet when the police panel door is open. The police panel door shall be hinged on the right side as viewed from the front. A police panel door lock shall be provided that is keyed to a standard police/fire call box key.	✓	
5.17	Cabinet shall be furnished with a connector and terminal assembly designated as P20 (Magnum part number 722120 or equivalent) for monitoring the absence of any valid AC+ signal display (defined here as red, yellow or green) input on any channel of the conflict monitor. Terminal shall be connected through a 3 ½ feet, 20-wire ribbon cable which mates on the other end to a connector (3M-3428-5302 or equivalent) installed in the front of the Type 2010 conflict monitor. The female connector, which mates with the connector on the conflict monitor, shall be "keyed" to ensure proper connection. The cabinet shall enter the flash mode if the ribbon cable is not properly connected.	✓	
5.18	The ribbon cable shall be terminated at the P20 connector and terminal assembly. The P20 connector and mating ribbon cable connector shall be "keyed" to prevent the cable from being improperly installed. The P20 connector shall be wired to the traffic signal red displays to provide inputs to the conflict monitor as follows:	✓	

	Pin Number	Function	Pin Number	Function		
	1	Channel 15 Red	11	Channel 9 Red		
	2	Channel 16 Red	12	Channel 8 Red		
	3	Channel 14 Red	13	Channel 7 Red		
	4	GND	14	Channel 6 Red		
	5	Channel 13 Red	15	Channel 5 Red		
	6	Special Function 2	16	Channel 4 Red		
	7	Channel 12 Red	17	Channel 3 Red		
	8	Special Function 1	18	Channel 2 Red		
	9	Channel 10 Red	19	Channel 1 Red		
	10	Channel 11 Red	20	Red Enable		
5.19	Nylon Sleeved cable shall be hard wired directly to the cabinet on one end, and have a plugin adapter for the conflict monitor on the other end for monitoring the absence of red. The pin assignments of the Nylon Sleeved cable connection for the conflict monitor shall be provided with the Cabinet plans. The Nylon Sleeved cable connection for the conflict monitor shall be physically "keyed" to prevent the cable from being plugged in incorrectly. The Nylon Sleeved cable shall be latched to the conflict monitor. The Nylon Sleeved cable shall be attached to the cabinet so it has to be unplugged before the Conflict Monitor can be removed.				✓	
5.20	Neither the Special Function 1 nor the Special Function 2 monitor input shall be connected to the red monitor card.				✓	
5.21	The removal of the P20 ribbon cable shall cause the monitor to recognize a latching fault condition and place the cabinet into flashing operation. This also shall be implemented in the conflict monitor software (Section 9).				✓	
5.22	Removal of the conflict monitor from the cabinet shall cause the cabinet to revert to flashing operation.				✓	
5.23	To prevent accidental, electrical contact between the Cabinet Assembly and Conflict Monitor Unit, the entire side panel with the Output File Assembly that is directly adjacent to the solder-side of the Conflict Monitor shall be insulated with non-conductive sheeting. This sheeting shall not degrade over time and shall remain attached to the Output File Assembly throughout the life of the Cabinet Assembly. This sheeting shall be of minimal thickness as to not impede the insertion and/or removal of the Conflict Monitor Unit.				✓	
5.24	Wiring in the Output File Assembly must be color coded so that individual wires correspond to their specific traffic signal outputs (ES, Red, Yellow, and Green). This will enhance the traceability of wires between termination points for technicians who are troubleshooting a cabinet while referencing the cabinet print. The wires shall be #14 AWG stranded wire.				✓	
5.25	The Power Distribution Assembly shall be equipped with a solid state relay. The equipment receptacle shall not be tied to the GFI.				✓	
5.26	Card guides shall be integrated into assemblies where Load Switch, Flasher and Input File hardware may be installed. The card guide slots shall be of sufficient depth to support				✓	

	pluggable devices when they are not fully inserted into the electrical receptacles, and the installation or removal of pluggable devices shall not require excessive force.		
5.27	Cabinet Assembly shall be configured for eight (8) vehicle phases, four (4) pedestrian phases and shall include an <u>AUXILIARY MODEL 420 OUTPUT FILE</u> , for six (6) overlap phases. The Auxiliary Output File shall house three (3) Flash Transfer Relays and six (6) Flash Programming Sockets. The Auxiliary Output File shall be wired to ensure that all six (6) phases flash correctly during flashing operation where 18 channels are being used, no dark signals shall be allowed during the flashing operation. The auxiliary file will be slotted and labeled A-F, from left to right, in alphabetical order	✓	
5.28	Additional commons/terminals separating them individually for 2P/4P and 6P/8P terminations are required. To further describe as example of issue that requires Terminal block 8-6 (TB8-6) shares commons between 2P/4P and all cables are home run to cabinet (4 terminations) making it difficult /impossible to terminate on one terminal. Two terminations per terminal (including factory wiring) shall be the maximum allowed.	✓	
<b>VI. Cabinet Assembly Physical Requirements</b>			
6.1	Cabinet exterior shall have a bare aluminum finish.	YES	NO
6.2	Main cabinet door shall be equipped with locks that accept No. 2 Corbin keys. Two (2) sets of keys shall be provided with each cabinet. One (1) set of keys is defined as one (1) No. 2 key and one (1) police panel key.	✓	
6.3	Model 332A cabinet assemblies, unless otherwise specified, shall be equipped for base mounting. No additional mounting hardware is required in this case.	✓	
6.4	Model 336S cabinet assemblies, unless otherwise specified, shall be equipped for pole mounting, and shall be supplied with two (2) exterior pole mounting brackets that allow for mounting on steel, concrete, and timber poles, and one (1) aluminum cover plate for the cabinet bottom.	✓	
6.5	All Cabinet Assemblies shall have BOTH doors ventilated and are to include steel mesh screen filters that are secured in place, yet easily removed for replacement.	✓	
6.6	Front and rear door handles for all cabinet assemblies shall turn away from the door lock/key to open the cabinet door.	✓	
6.7	A surge protection panel shall be provided with sixteen (16) loop protection devices and designed to allow sufficient free space for wire connection / disconnection and surge protection device replacement. Three (3) additional slots shall be protected with six (6) AC+ interconnect surge devices and two (2) slots shall be protected by four (4) DC surge protection devices. No protection devices shall be provided on Slot 14.	✓	
6.8	For pole-mounted cabinets, surge protection devices for the AC+ interconnect cable inputs, inductive loop detector inputs, and low voltage DC inputs, shall be mounted on a fold-down panel assembly on the rear side of the input files. The surge protection devices shall be fabricated from sturdy aluminum and shall incorporate a swing-down back panel to which the surge protection devices are attached. The swing-down panel shall be attached to the assembly using thumbscrews. The surge protection devices shall be mounted horizontally on the panel and soldered to the feed through terminals of four (4) 14-position terminal blocks with #8 screws mounted on the other side.	✓	
6.9	For base-mounted cabinets, separate surge protection termination panels shall be attached to each side of the cabinet rack assembly. The surge protection termination panel for AC isolation devices shall be mounted on the same side of the cabinet as the AC service inputs. The surge protection termination panel for DC terminals and loop detector terminals shall be installed on the opposite side of the cabinet from the AC service inputs. Each panel shall be attached to the rack assembly with bolts, and shall be easily removable. The surge protection devices shall be mounted in horizontal rows on each panel and shall be soldered to the feed-through terminals of 14-position terminal blocks with #8 screws mounted on the other side. The terminals shall be wired to the rear of a standard input file, using spade lugs for input file protection.	✓	



6.10	Permanent labels shall be provided that indicate the slot and the pins connected to each terminal that may be viewed from the rear cabinet door. The terminals shall be labeled and oriented so that each pair of inputs is grouped and located together. The top row of terminals shall be connected to the upper slots and the bottom row of terminals is connected to the bottom slots. The slot number (1-14) and the terminal pins of the input slots (D & E for Upper; J & K for Lower) shall be indicated on the labeling.	✓	
6.11	All grounds from the surge protection shall be terminated on a 15-position copper equipment ground bus attached to the rear swing-down panel. A Number 4 AWG green wire shall connect the surge protection panel assembly ground bus to the main cabinet equipment ground. A standard input file and surge protection panel assembly, which fit outside and behind the input file, shall be provided. The fold-down panel shall allow for easy removal of the input file without removing the surge protection panel assembly or its parts.	✓	
6.12	Cabinet Assemblies shall have a hinged, aluminum shelf and integrated storage compartment installed on the front door, inside the Cabinet Assembly. In order to allow better ventilation throughout the cabinet and rack, a sliding shelf/drawer within the rack assembly shall not be permitted. The shelf shall have a smooth, non-slip surface, sufficient for use as a writing platform. The shelf shall measure 16" x 14" x 1.5", which provides sufficient size and rigidity to support a typical laptop computer when extended for use. This shelf shall have rounded or insulated edges that do not have the potential to physically harm the user. The shelf shall lock into place when folded for storage. Lanyards or other hinge type devices shall not be permitted to support the shelf. Locking the shelf for storage and/or extending for use shall not require the use of any tool. A clear, sealable, water tight plastic bag shall be provided to store cabinet diagrams and schematics within the laptop shelf.	✓	
<b>VII. Cabinet Assembly Default Input File Assignment</b>			
7.1	Default input file assignment for Model 332A Cabinet shall conform to the configuration in Table 7.1.	YES	NO
7.2	Default input file assignment for Model 336S Cabinet shall conform to the configuration in Table 7.2.	✓	
<b>VIII. Model 2018 Conflict Monitor</b>			
8.1	The conflict monitor shall be capable of monitoring eighteen (18) channels, consisting of a Green input, a Yellow input, and a Red input for each channel. Included in monitoring shall be the capability to monitor flashing yellow arrows.	YES	NO
8.2	The conflict monitor shall be capable of detecting the presence of conflicting green or yellow signal voltages on the AC field terminals between two or more non-compatible channels. A conflict fault (CONFLICT) shall be a latching fault.	✓	
8.3	The conflict monitor shall trigger when voltages on any conflicting channels are present for more than 500 milliseconds. The monitor shall not trigger when voltages on any conflicting channels are present for less than 200 milliseconds. Conflicting signals sensed for more than 200 milliseconds and less than 500 milliseconds may or may not trigger the unit.	✓	
8.4	The conflict monitor shall be capable of detecting that the cabinet +24 VDC supply has fallen below 18 VDC. A 24 VDC failure (VDC FAIL) shall be a latching fault.	✓	
8.5	The conflict monitor shall trigger when the voltage on the +24 V input is below 18 VDC for more than 500 milliseconds. The monitor shall not trigger when the voltage on the +24 V input is below 18 VDC for less than 200 milliseconds. A voltage level of +22 VDC will be required to prevent the unit from triggering.	✓	
8.6	The conflict monitor shall trigger when the Watchdog input does not toggle within the programmed time period (WDT ERROR). The unit shall remain latched in the fault state until reset by the Reset Button, an External Reset input command, or AC Line voltage restoring from an AC Line Brownout event. A reset resulting from an AC Line Brownout event shall not clear the WDT ERROR LED.	✓	

8.7	A programming option shall set the Watchdog monitoring function to a latching mode, and only a reset from the Reset Button or External Reset input shall be capable of clearing a Watchdog fault. An AC line brownout condition shall not reset the fault.	✓	
8.8	A programming option shall set the maximum Watchdog recognition time to 1000 + 100 milliseconds or 1500 + 100 milliseconds.	✓	
8.9	An internal switch shall be provided to disable the Watchdog monitoring function. The switch shall be mounted on the PCB and be clearly labeled "WD ENABLE – ON...OFF". Placing the switch in the OFF position shall cause monitoring of the Watchdog to be inhibited.	✓	
8.10	The WDT ERROR LED shall illuminate when the unit has been triggered by a Watchdog fault. The Watchdog fault shall be cleared only by a reset command from the front panel Reset switch or External Reset input. If the Watchdog monitoring function is inhibited due to the Watchdog Enable switch, the WDT ERROR LED shall flash at a 0.5 Hz rate.	✓	
8.11	The conflict monitor shall be capable of detecting that the AC Line has fallen below 98 + 2 VAC for greater than 400 + 50 milliseconds. This shall force the output Relay to the de-energized "fault" state, enable the Stop-time output, and cause the AC POWER LED to flash at a 2 Hz rate. The unit shall maintain this state until the AC Line voltage rises above 103 + 2 VAC for greater than 400 + 50 milliseconds. A jumper option shall be provided which changes the AC Brownout dropout level to 92 + 2 VAC and the restore level to 98 + 2 VAC.	✓	
8.12	When the AC Line is greater than 103 + 2 Volts after power-up or Brownout restore, the conflict monitor shall hold the Output Relay in the de-energized "fault" state and enable the Stop-Time output, for a period of not less than 6.0 + 0.5 seconds and not greater than 10.0 + 0.5 seconds. This flash interval shall be terminated after at least 6.0 + 0.5 seconds if the conflict monitor has detected at least five (5) transitions of the Watchdog input. If the conflict monitor does not detect five (5) transitions of the Watchdog input before 10.0 + 0.5 seconds, the monitor shall go to the fault state. During this interval, the AC POWER LED shall flash at a rate of 4 Hertz.	✓	
8.13	The conflict monitor shall be capable of detecting the absence of an active voltage on the green and yellow and red field signal inputs of a channel. Red Fail fault (RED FAIL) shall be a latching fault. The Red Fail monitoring function shall be enabled for all channels except when the Red Enable input is not active, or pin #EE is active, or Special Function #1 input is active, or Special Function #2 input is active.	✓	
8.14	The conflict monitor shall trigger when an active voltage on one of the three (3) inputs of a channel are absent for more than 1500 milliseconds. The monitor shall not trigger when an active voltage on one of the three (3) inputs of a channel are absent for less than 1200 milliseconds. Channels without proper voltages sensed for more than 1200 milliseconds and less than 1500 milliseconds may or may not trigger the unit. An option switch (RF 2010) shall be provided which will change the fault recognition time to between 700 milliseconds and 1000 milliseconds.	✓	
8.15	A programming option shall be provided such that operating without the Red Interface cable installed shall cause the conflict monitor to enter the fault mode, causing the Output relay contacts to close and enabling the Stop-Time output to the controller. To indicate this fault mode, the Red Fail indicator shall be illuminated with all fault channel indicators Off. Any Red Fail preemption control to the monitor shall use the Special Function inputs #1 or #2.	✓	
8.16	The conflict monitor shall be capable of detecting the presence of active voltage on the green and yellow, green and red, or yellow and red field signal inputs of a channel. GYR Dual Indication fault (DUAL IND) shall be a latching fault. This function shall be enabled on a per-channel basis using dip switches mounted on the PCB labeled "CH1" through "CH16". The GYR Dual Indication monitoring function shall be enabled for all selected channels except when the Red Enable input is not active or pin #EE is active.	✓	
8.17	The conflict monitor shall be capable of detecting the presence of active voltage on the green and yellow field signal inputs of a channel. GY Dual Indication fault (DUAL IND) shall be a latching fault. The function shall be enabled with a dip switch on the PCB labeled "GY ENABLE". When the switch is in the ON position, all channels shall be	✓	

	monitored for simultaneous active green and yellow inputs on a channel. When selected by the GY ENABLE switch, the GY Dual Indication monitoring function shall be disabled when pin #EE is active.	✓	
8.18	The conflict monitor shall trigger when multiple inputs are active on a channel for more than 500 milliseconds. The monitor shall not trigger when multiple inputs are active on a channel for less than 250 milliseconds. Channels with multiple voltages active for more than 250 milliseconds and less than 500 milliseconds may or may not trigger the unit.	✓	
8.19	The conflict monitor shall be capable of detecting that a channel has not provided an adequate Yellow Clearance interval during a green to yellow to red sequence. A sequence failure (SEQUENCE) shall be a latching fault. This function shall be enabled on a per-channel basis using dip switches mounted on the PCB labeled "CH1" through "CH16". The Sequence monitoring function shall be enabled for all selected channels except when the Red Enable input is not active or pin #EE is active.	✓	
8.20	Provision shall be made such that the minimum Yellow Clearance interval may be modified by switches mounted on the PCB labeled "YEL TIME 1", "YEL TIME 2", and "YEL TIME 3". The Yellow Clearance interval shall be 2.7 seconds plus 0.2 seconds times the binary sum of the three switches. The minimum Yellow Clearance interval shall therefore have a range of 2.7 seconds to 4.1 seconds, + 0.1 seconds.	✓	
8.21	The conflict monitor shall detect Conflict, Red Fail, and Dual Indication faults that result from intermittent or flickering field signal inputs. These recurring pulses shall result in a latching fault with the RP DETECT indicator illuminated along with the resulting Conflict, Red Fail, or Dual Indication indicator. An option switch shall be provided to disable the RP Detect function.	✓	
8.22	On power-up, reset, and periodically during operation, the conflict monitor shall compare the current configuration settings with the previously stored value and if the settings have changed, the monitor shall automatically log the new setting. These settings shall include the permissive diode matrix, all switches, all jumpers, and the Watchdog Enable switch. A programming option shall be provided such that any change in the configuration parameters will cause the monitor to enter the fault mode causing the Output relay contacts to close and enabling Stop-Time output to the controller. To indicate this fault mode, the PCA indicator shall flash at a rate of 4 Hertz. Depressing the Reset button for five (5) seconds shall be required to clear this fault and log the new configuration parameters. If the programming option is not selected, the unit shall not set the fault mode but shall still log the configuration change.	✓	
8.23	When the Programming Card is removed or not seated properly, the conflict monitor shall force the Output relay to the de-energized "fault" state, shall enable the Stop-Time output, and shall illuminate the PCA LED. A reset command from the front panel Reset switch or External Reset input shall be required once the program card is in place.	✓	
8.24	When the conflict monitor exits the flash state (Output relay de-energized) as a result of a Reset command or AC Line brownout restore, the Stop Time output shall go to the inactive state 250 + 50 milliseconds before the Output relay transfers to the energized state. This transition shall provide an early indication to the Controller Unit that the cabinet will transfer from flash to signal operation.	✓	
8.25	It shall be possible to view the active channels for each individual color (GYR) during operation and when latched in a fault state. When the conflict monitor is latched in a fault state, it shall also be possible to view the active channels for each individual color and fault status for each channel for the current fault, and the two previous faults.	✓	
8.26	<del>When the conflict monitor has been triggered by a fault, the channel status display shall</del> alternate between the channels which were involved in the fault (fault status) for two (2) seconds, and the field signals active at the time of the fault for six (6) seconds. The channels involved in the fault shall flash their respective Green, Yellow, and Red indicators simultaneously at a rate of four (4) Hertz for the two (2) second interval.	✓	
8.27	It shall be possible for the two previous faults to be displayed individually. This status shall not be reset by an AC Line power interruption. The display mode shall be entered by removing the Program Card. The sequence shall be as follows:	✓	

		Reset	Event	PCA LED	Fault Status LEDs	Channel Status LEDs			
		---	#1	Single Flash	Current Fault Status (newest)	Current Field status			
		#1	#2	Double flash	Event #2 Fault Status	Event #2 Field status			
		#2	#3	Triple Flash	Event #3 Fault Status (oldest)	Event #3 Field status			
		(repeats back to top)							
8.28	The conflict monitor shall be capable of storing in non-volatile memory a minimum of 100 events. Each event shall be marked with the time and date of the event. The events shall consist of fault events, AC Line events, reset events and configuration change events. A graphical means of displaying the signal states of all field inputs, for thirty (30) seconds prior to a fault trigger event, shall be provided. The capability to assign a four-digit identification number to the unit shall be provided. The capability to upload the event logs to a PC, using the serial port of the conflict monitor and software supplied by the manufacturer, shall be provided. Each event log report shall contain a four-digit (0000-9999) "Monitor ID Number" assigned to the monitor, the time and date of the occurrence, and an Event Number, which identifies the record number in the log, with Event #1 being the most recent event.						✓		
8.29	The monitor's Current Status Report (CS) shall contain:						✓		
8.29.1	The Fault Type description.						✓		
8.29.2	The current GYR Field Status and field RMS voltages if the monitor is not in the fault state, or the latched field status and field RMS voltages and fault channel status at the time of the fault.						✓		
8.29.3	The current Cabinet Temperature if the monitor is not in the fault state, or the latched temperature at the time of the fault.						✓		
8.29.4	The Current AC Line voltage if the monitor is not in the fault state, or the AC Line voltage at the time of the fault.						✓		
8.29.5	The current state and RMS voltages of the Red Enable input, EE input, and Special Functions #1 and #2 inputs if the monitor is not in the fault state, or the status latched at the time of the fault.						✓		
8.29.6	The monitor's Previous Fault Log (PF) shall contain:						✓		
8.29.7	The Fault Type description.						✓		
8.29.8	The latched Field Status with RMS voltages, and fault channel status at the time of the fault.						✓		
8.29.9	The latched Cabinet Temperature at the time of the fault.						✓		
8.29.9.1	The AC Line voltage at the time of the fault.						✓		
8.29.10	The latched state of the Red Enable input, EE input, and Special Functions #1 and #2 inputs at the time of the fault.						✓		
8.30	The monitor's AC Line Event Log (AC) shall contain:						✓		
8.30.1	A description of the type of AC Line event that occurred.						✓		
8.30.2	Power-up: AC on, monitor performed a cold start						✓		
8.30.3	Interrupt: AC Line less than Brownout level						✓		
8.30.4	Restore: AC restored from brownout or interruption (AC Off), no cold start						✓		
8.30.5	The AC Line voltage at the time of the event.						✓		



8.31	The monitor's Monitor Reset Log (MR) shall contain information pertaining to whether the monitor was reset from a fault by the front panel Rest Button or External Reset input.	✓	
8.32	The monitor's Configuration Change Log (CF) shall contain:	✓	
8.32.1	The permissive programming for each channel ("Program Card Matrix")	✓	
8.32.2	The Yellow Disable programming for each channel.	✓	
8.32.3	The switch programming for each channel.	✓	
8.32.4	Option Switches (RF 2010, RP Disable, GY Enable, SF1 Polarity, Sequence Timing, Minimum Flash Enable, Configuration Fault Enable, Red Cable Fault enable, AC Brownout timing).	✓	
8.32.5	Watchdog Enable, Watchdog Latch, and Watchdog timing.	✓	
8.32.6	A unique CRC value which is based on the configuration of items 9.33.1 through 9.33.5 above.	✓	
8.32.7	Items that have changed since the last log entry shall be indicated on the log.	✓	
8.33	The monitor's Signal Sequence log shall graphically display all field signal states for up to 30 seconds prior to the current fault trigger event. The resolution of the display shall be at least 50 milliseconds.	✓	
8.34	The manufacturer shall provide software to access the conflict monitor status and event logs. This software shall function with the Microsoft Windows 2000 and Windows XP operating systems.	✓	
8.35	The conflict monitor shall be capable of monitoring sixteen (16) Red field signals. A Red input shall be sensed active when the input voltage exceeds 70 Vrms. A Red input shall be sensed not active when the input voltage is less than 50 Vrms. A Red input may or may not be sensed active when the input voltage is between 50 Vrms and 70 Vrms.	✓	
8.36	The Red Enable input shall provide an AC input to the unit which enables Red Monitoring, Dual Indication Monitoring, and Sequence Monitoring when the input is sensed active. The Red Enable input shall be sensed active when the input voltage exceeds 70 Vrms. The Red Enable input shall be sensed not active when the input voltage is less than 50 Vrms. The Red Enable input may or may not be sensed active when the input voltage is between 50 Vrms and 70 Vrms.	✓	
8.37	The Special Function Preemption inputs #1 and #2 shall provide an AC input to the unit which disables only Red Fail Monitoring (Lack of Output) when either input is sensed active. A Special Function input shall be sensed active when the input voltage exceeds 70 Vrms. A Special Function input shall be sensed not active when the input voltage is less than 50 Vrms. A Special Function input may or may not be sensed active when the input voltage is between 50 Vrms and 70 Vrms.	✓	
8.38	A PCB mounted switch shall be used to provide the option to invert the active status of the Special Function #1 input. When the switch is in the ON position, the Special Function #1 input shall be sensed not active when the input voltage exceeds 70 Vrms, and the Special Function #1 input shall be sensed active when the input voltage is less than 50 Vrms. The Special Function #1 input may or may not be sensed active when the input voltage is between 50 Vrms and 70 Vrms.	✓	
8.39	The red interface connector shall be a nylon sleeved cable hard wired directly to the cabinet on one end, and have a plug in adapter for the conflict monitor on the other end and provide the required inputs for the unit to monitor the red field signal outputs. The cable shall be keyed to ensure proper fit and be secured in such a way that it must be released and not allowed to become unplugged accidentally. The unit shall function as a model 210 conflict monitor when the cable is disconnected. The pin assignments in the following table shall be used:	✓	

	<table> <tr> <th>Pin</th><th>Function</th><th>Pin</th><th>Function</th></tr> <tr> <td>1</td><td>Channel 15 Red</td><td>11</td><td>Channel 9 Red</td></tr> <tr> <td>2</td><td>Channel 16 Red</td><td>12</td><td>Channel 8 Red</td></tr> <tr> <td>3</td><td>Channel 14 Red</td><td>13</td><td>Channel 7 Red</td></tr> <tr> <td>4</td><td>Chassis Ground*</td><td>14</td><td>Channel 6 Red</td></tr> <tr> <td>5</td><td>Channel 13 Red</td><td>15</td><td>Channel 5 Red</td></tr> <tr> <td>6</td><td>Special Function #2</td><td>16</td><td>Channel 4 Red</td></tr> <tr> <td>7</td><td>Channel 12 Red</td><td>17</td><td>Channel 3 Red</td></tr> <tr> <td>8</td><td>Special Function #1</td><td>18</td><td>Channel 2 Red</td></tr> <tr> <td>9</td><td>Channel 10 Red</td><td>19</td><td>Channel 1 Red</td></tr> <tr> <td>10</td><td>Channel 11 Red</td><td>20</td><td>Red Enable</td></tr> <tr> <td colspan="4">* A jumper option shall be provided to allow the connection of Pin #4 to be made with Chassis Ground</td></tr> </table>	Pin	Function	Pin	Function	1	Channel 15 Red	11	Channel 9 Red	2	Channel 16 Red	12	Channel 8 Red	3	Channel 14 Red	13	Channel 7 Red	4	Chassis Ground*	14	Channel 6 Red	5	Channel 13 Red	15	Channel 5 Red	6	Special Function #2	16	Channel 4 Red	7	Channel 12 Red	17	Channel 3 Red	8	Special Function #1	18	Channel 2 Red	9	Channel 10 Red	19	Channel 1 Red	10	Channel 11 Red	20	Red Enable	* A jumper option shall be provided to allow the connection of Pin #4 to be made with Chassis Ground				✓	
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8.39.1	The front panel shall be constructed of sheet aluminum with a minimum thickness of 0.090 inch, and finished with an anodized coating. The model information shall be permanently displayed on the front surface.	✓																																																	
8.39.2	All display indicators shall be mounted on the front panel of the conflict monitor and shall be water clear, T-1 package, Super Bright type LEDs. All fault LEDs shall be red except the AC POWER indicator which is green. A separate Red, Yellow and Green indicator shall be provided for each channel. Indicators shall be labeled as follows:	✓																																																	
8.39.3	AC POWER indicator shall flash at a rate of 2 Hz when the unit has detected a low voltage condition. The AC POWER indicator shall flash at a rate of 4 Hz during the minimum flash interval. The indicator shall illuminate when the AC Line voltage level is restored above the brownout level. The indicator shall extinguish when the AC Line voltage is less than 80 VAC.	✓																																																	
8.39.4	The VDC FAILED indicator shall illuminate when a 24 VDC fault condition is detected. This indicator shall remain extinguished if the monitor has not been triggered by a 24 VDC fault.	✓																																																	
8.39.5	The WDT ERROR indicator shall illuminate when a controller Watchdog fault is detected. The WDT ERROR indicator shall flash ON once every 2 seconds if the WD Enable switch on the monitor is placed in the OFF position to disable Watchdog monitoring, or if the AC Line voltage is below the Watchdog disable level.	✓																																																	
8.39.6	The CONFLICT indicator shall illuminate when a conflicting proceed signal fault is detected.	✓																																																	
8.39.7	The DIAGNOSTIC indicator shall illuminate when one of the following faults are detected: Internal Watchdog fault, Memory Test fault, or internal power supply fault.	✓																																																	
8.39.8	The RED FAIL indicator shall illuminate when an absence of signal is detected on one or more channels. The RED FAIL indicator shall flash ON once every 2 seconds if the RED ENABLE input is not active, or if a Special Function input is active, or if the EE input is active.	✓																																																	

8.39.9	The DUAL IND indicator shall illuminate when a GY-Dual or GYR-Dual Indication fault is detected on one or more channels.		~																					
8.39.10	The SEQUENCE indicator shall illuminate when the minimum Yellow Clearance time has not been met on one or more channels.		/																					
8.39.11	The PCA indicator shall illuminate if the Program Card is absent or not properly seated. If the monitor is in the Diagnostic Display mode, the PCA indicator shall flash ON (once, twice, or three times) to indicate the fault event number being displayed.		-																					
8.39.12	The RP DETECT indicator shall illuminate when the conflict monitor has detected a Conflict, Red Fail, or Dual Indication fault as a result of recurring pulse field inputs.		/																					
8.39.13	During normal operations, the 48 Channel Status indicators shall display all active signals (Red, Green, Yellow). In the fault mode, the Channel Status indicators shall display all signals active at the time of the fault for six seconds and then indicate the channels involved in the fault for two seconds.		/																					
8.39.14	A momentary SPST Control switch labeled RESET on the monitor's front panel shall be provided to reset the monitor circuitry to a non-failed state. The switch shall be positioned on the front panel such that the switch can be operated while gripping the front panel handle. A reset command, issued from either the front panel button or External Reset input, shall be a one-time reset input to prevent the monitor from constant reset due to a switch failure or constant external input, and shall cause all LED indicators to illuminate for 300 milliseconds. The Reset button shall also provide control of the Diagnostic Display mode.		/																					
8.39.15	The Serial Communications Connector shall provide EIA-232 serial communications. The connector shall be an AMP 9721A (or equivalent) 9 pin metal shell D subminiature type with female contacts, with the following pin assignments:		/																					
		<table><tr><td>Pin</td><td>Function</td></tr><tr><td>1</td><td>DCD*</td></tr><tr><td>2</td><td>TX DATA</td></tr><tr><td>3</td><td>RX DATA</td></tr><tr><td>4</td><td>DTR (Data Terminal Ready)</td></tr><tr><td>5</td><td>SIGNAL GROUND</td></tr><tr><td>6</td><td>DSR</td></tr><tr><td>7</td><td>DSR*</td></tr><tr><td>8</td><td>CTS*</td></tr><tr><td>9</td><td>NC</td></tr></table> <p>*Provide jumper options to allow the connection of Pin #4 to be made with Pin #7, and the connection of Pin #8 to be made with Pin #1.</p>	Pin	Function	1	DCD*	2	TX DATA	3	RX DATA	4	DTR (Data Terminal Ready)	5	SIGNAL GROUND	6	DSR	7	DSR*	8	CTS*	9	NC	/	
Pin	Function																							
1	DCD*																							
2	TX DATA																							
3	RX DATA																							
4	DTR (Data Terminal Ready)																							
5	SIGNAL GROUND																							
6	DSR																							
7	DSR*																							
8	CTS*																							
9	NC																							
8.39.16	High speed sampling techniques shall be utilized to determine the true RMS value of the AC field inputs. Each AC input shall be sampled at least 32 times per cycle. The RMS voltage measurement shall be insensitive to phase, frequency, and waveform distortion.		/																					
8.39.17	A microprocessor shall be used for all timing and control functions. Continuing operation of the microprocessor shall be verified by an independent monitor circuit. The independent monitor circuit shall force the Output Relay to the de-energized "fault" state, enable the Stop-Time output, and illuminate the DIAGNOSTIC indicator if a pulse is not		/																					

	received from the microprocessor within 300 milliseconds. If the microprocessor should resume operation, the conflict monitor shall continue to operate. This monitoring circuit shall also be capable of being configured to latch in the fault state. The monitor shall require a power-up cycle to reset the circuit once it is triggered.	✓	
8.39.18	A built-in, high-efficiency switching power supply shall be used to generate all required internal voltages. All supply voltages shall be regulated. Failure of the internal power supply to provide proper operating voltages shall force the output Relay to the de-energized "fault" state, enable the Stop-Time output, and illuminate the DIAGNOSTIC indicator. A user-replaceable, slow-blow fuse shall be provided for the AC Line input. The conflict monitor shall be operational over the AC Line voltage range of 75 VAC to 135 VAC.	✓	
8.39.19	The EIA-232 port interface electronics shall be electrically-isolated from all monitor electronics except chassis ground.	✓	
8.39.20	User-programmed configuration settings shall be selected using PCB mounted switches or jumpers. Designs which require a Personal Computer to program or verify the configuration parameters shall not be accepted. The user-programmed configuration settings that are transferred to memory shall be stored in a programmable read-only memory (PROM or EEPROM). Designs which use a battery to maintain configuration data shall not be accepted.	✓	
8.39.21	All 120 VAC field terminal inputs shall provide an input impedance of 150,000 + 50,000 Ohms and be terminated with a discrete resistor having a power dissipation rating of 0.5 Watts or greater and a voltage rating exceeding 350 Volts.	✓	
8.39.22	All electrical components used in the conflict monitor shall be rated by the component manufacturer to operate beyond the full unit operating temperature range of -29 Deg F to 165 Deg F.	✓	
8.39.23	All printed circuit boards used in the monitor shall meet the requirements of the "California Traffic Signal Control Equipment Specifications", January 1989, plus the following requirements to enhance reliability:	✓	
8.39.24	All plated-through holes and exposed circuit traces shall be plated with solder.	✓	
8.39.25	Both sides of the printed circuit board shall be covered with a solder mask material.	✓	
8.39.26	The circuit reference designation for all components and the polarity of all capacitors and diodes shall be clearly marked adjacent to the component. For all integrated circuit packages, Pin #1 shall be designated on both sides of all printed circuit boards.	✓	
8.39.27	All electrical mating surfaces shall be gold plated.	✓	
8.39.28	All printed circuit board assemblies shall be coated on both sides with a clear moisture-proof and fungus-proof sealant.	✓	
8.39.29	All components and wire harnesses shall be mounted to the PCB using plated holes. "Piggy back" connections or jumper wires shall not be accepted.	✓	
	<b>IX. Model 2010 Conflict Monitor – IP Addressable Model</b>	<b>YES</b>	<b>NO</b>
9.1	The 2010 Conflict Monitor – IP Addressable Model shall meet all requirements above of the Model 2010 Conflict Monitor in addition to being IP Addressable.	✓	
9.2	This is an option for replacement parts only, not to be furnished with the 332A and 336S Cabinet Assemblies for this contract. The Conflict Monitor shall be an EDI Model 2010 ECL-IP Conflict Monitor with absence of red monitoring. The Conflict Monitor Unit shall contain a 10/100 Ethernet port on the front panel for the uploading of alarms and/or event logs with a standard laptop computer. This port shall also allow for future communication within an Ethernet based infrastructure.	✓	
	<b>X. Two Channel LCD Loop Detectors</b>	<b>YES</b>	<b>NO</b>
10.1	The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of equipment the City of Huntsville is seeking to purchase. The bidder must submit documentation with the bid listing any exceptions to the specifications. It will be assumed that the bidder will fully comply with the minimum specifications if no exceptions are submitted. Failure to comply with this provision could be cause for rejection of the bid.	✓	



10.2	City of Huntsville has isolated the following 2-Channel detector as fitting our needs.	✓	
	<b>XI. EDI – Model Oracle 2E 2-Channel LCD Detector</b>	<b>YES</b>	<b>NO</b>
11.1	Any company may submit any product they believe meets our critical needs for assessment. Specification sheets for each type detector from each vendor submitting a bid are required with all bids. Any products submitted for assessment may require that the vendor provide a sample(s) for further evaluation. City of Huntsville will be the final authority on determination of whether a product meets our needs and is considered a 0r-Equal product.	✓	
11.2	At a minimum, Detectors must provide the following:	✓	
11.2.1	LCD Display backlit to allow menu-driven programming for channel frequency and sensitivity settings	✓	
11.2.2	Diagnostic capabilities to include: 1. Real-time loop frequency, 2. Loop inductance and -Δ/I%, 3. A bar graph indication of relative inductance change (which ensures proper selection of sensitivity level), 4. A record of accumulated loop failures, 5. A timer countdown of programmed timing functions.	✓	
11.2.3	Compatible with Type 330, 332 and 336 traffic signal cabinets	✓	
11.2.4	Compatible with Type 170, 2070, ASC/3 and Cobalt traffic signal controllers	✓	
11.2.5	LCD Display of vehicle count per channel	✓	
11.2.6	Failsafe output for each detector channel	✓	
11.2.7	Eight levels of sensitivity per channel	✓	
11.2.8	Four loop frequencies per channel	✓	
11.2.9	Four address pins for detector addressing	✓	
11.2.10	Loops are sequentially scanned to minimize crosstalk	✓	
	<b>XII. Extender Bases for 332A and 336S Cabinets</b>	<b>YES</b>	<b>NO</b>
12.1	Aluminum Extender Base for Cabinet This item shall be ordered as an option. For both cabinets, 332A and 336S, aluminum extender bases in heights of 8" and 12", shall be available, manufactured in the shape and dimensions that match the shape, dimensions and bolt-pattern of each Cabinet Assembly. The appropriate stainless steel hardware (nuts, bolts and washers) shall be included with each extender base to sufficiently mount the base to the Cabinet Assembly.	✓	
	<b>XIII. Product Liability Insurance</b>	<b>YES</b>	<b>NO</b>
13.1	Bidder must provide information regarding the Product Liability Insurance.	✓	
13.2	Unit complies with all above stated specifications and/or requirements.	✓	
13.3	If the bid unit varies from the above listed specifications, please list variances below.	✓	

## 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: \_\_\_\_\_

- I. COMPLETE CABINET ASSEMBLY MODEL 332A WITHOUT A CONTROLLER, TO INCLUDE AN INSTALLED AUXILLARY OUTPUT FILE AND HARNESS. OUTPUT FILE USED IN SOUTH CAROLINA KNOWN AS #11126SC16 and HARNESS #11126-332 TO INCLUDE FOUR (4) EACH FLASH TRANSFER RELAYS and six (6) flash programming sockets. The auxiliary output file shall be wired to ensure that all six (6) phases flash correctly during flashing operation where 18 channels are being used so as to NOT allow dark signals during the flashing operation.

Make Temple Model 1100014 16

Delivery Date (30 days requested from date of order): 30 Days

Total Delivered Price Each Cabinet Assembly \$ 10,915<sup>00</sup>

- II. COMPLETE CABINET ASEEMBLY MODEL 336S WITHOUT A CONTROLLER. TO INCLUDE AN INSTALLED AUXILIARY OUTPUT FILE AND HARNESS. OUTPUT FILE USED IN SOUTH CAROLINA KNOWN AS 11126SC16 AND HARNESS #11126-332 TO INCLUDE FOUR (4) EACH FLASH TRANSFER RELAYS and six (6) flash programming sockets. The auxiliary output file shall be wired to ensure that all six (6) phases flash correctly during flashing operation where 18 channels are being used so as to NOT allow dark signals during the flashing operation.

Make Temple Model 1200014 16

Delivery (30 days requested from date of order): 30 Days

Total Delivered Price Each Cabinet Assembly \$ 9,420<sup>00</sup>

- III. ADDITIONAL AUXILLIARY OUTPUT FILE USED IN SOUTH CAROLINA KNOWN AS #1126SC16 AND HARNESS #11126-322 TO INCLUDE FOUR (4) EACH FLASH TRANSFER RELAYS FOR OLDER CABINETS THAT DID NOT INCLUDE AUXILLIARY OUTPUT FILE AND HARNESS and six (6) flash programming sockets. The auxiliary output file shall be wired to ensure that all six (6) phases flash correctly during flashing operation where 18 channels are being used so as to NOT allow dark signals during the flashing operation.

Make Temple Model 11126SC16

Delivery (30 days requested from date of order): 30 Days

Total Delivered Price Each Additional Auxiliary Output File \$ \$647<sup>00</sup>

- III. ADDITIONAL ADVANCED CONFLICT MONITOR MODEL 2010 ECL-IP

Make EDI Model EDI-2010ECL

Delivery (30 days requested from date of order): 30 Days

Total Delivered Price Each Advanced Conflict Monitor \$ 842<sup>00</sup>

- V. ADDITIONAL ADVANCED CONFLICT MONITOR MODEL 2018 ECL-IP

Make EDI Model EDI-2018ECL

Delivery (30 days requested from date of order): 30 Days

Total Delivered Price Each Advanced Conflict Monitor \$ 940<sup>00</sup>

- VI. ADD/DELETE COST TO PROVIDE AN ADVANCED CONFLICT MONITOR

MODEL 2010 ECL-IP INSTEAD OF A MODEL 2010 WITH A COMPLETE NEW 332A or 336S

CABINET ASSEMBLY

Make EDI Model EDI-2010ECLIP

Delivery (30 days requested from date of order): 30 Days

Total Delivered ADD/DELETE Price Each Upgrade to an IP Addressable 2010 Advanced Conflict Monitor in a 332A or 336S Complete Cabinet Assembly \$ 180.00

VII. ADD/DELETE COST TO PROVIDE AN ADVANCED CONFLICT MONITOR

MODEL 2018 ECL-IP INSTEAD OF A MODEL 2010 WITH A COMPLETE NEW 332A or 336S  
CABINET ASSEMBLY

Make EDI Model EDI - 2018 ECLIP

Delivery (30 days requested from date of order): 30 Days

Total Delivered ADD/DELETE Price Each Upgrade to an IP Addressable 2018 Advanced Conflict Monitor  
in a 332A or 336S Complete Cabinet Assembly \$ 278.00

VIII. DETECTOR - ORACLE 2E BY EDI

Make EDI Model ORACLE 2E

Delivery (30 days requested from date of order): 30 Days

Total Delivered Price Each Detector Model 2E Oracle/EDI \$ 223.00

IX. 8" ALUMINUM EXTENDER BASE FOR 332A CABINETS

Cabinet 332A aluminum extender bases in height of 8" manufactured in the shape and dimensions that match the shape, dimensions and bolt-pattern of each Cabinet Assembly. The appropriate stainless steel hardware (nuts, bolts and washers) shall be included with each extender base to sufficiently mount the base to the Cabinet Assembly.

Make Temple Model 11595-08

Delivery (30 days requested from date of order): 30 Days

Total Delivered Price Each 8" 332A Base \$ 300.00

X.12" ALUMINUM EXTENDER BASE FOR 332A CABINETS

Cabinet 332A aluminum extender bases in height of 12" manufactured in the shape and dimensions that match the shape, dimensions and bolt-pattern of each Cabinet Assembly. The appropriate stainless steel hardware (nuts, bolts and washers) shall be included with each extender base to sufficiently mount the base to the Cabinet Assembly.

Make Temple Model 11595-12

Delivery (30 days requested from date of order): 45 Days

Total Delivered Price Each 12" 332A Base \$ 350.00

XI. 8" ALUMINUM EXTENDER BASE FOR 336S CABINETS

Cabinet 336S aluminum extender bases in height of 8" manufactured in the shape and dimensions that match the shape, dimensions and bolt-pattern of each Cabinet Assembly. The appropriate stainless steel hardware (nuts, bolts and washers) shall be included with each extender base to sufficiently mount the base to the Cabinet Assembly.

Make Temple Model 12055-08

Delivery (30 days requested from date of order): 45 Days

Total Delivered Price Each 8" 336S Base \$ 244<sup>00</sup>

**XII. 12" ALUMINUM EXTENDER BASE FOR 336S CABINETS**

Cabinet 336S aluminum extender bases in height of 12" manufactured in the shape and dimensions that match the shape, dimensions and bolt-pattern of each Cabinet Assembly. The appropriate stainless steel hardware (nuts, bolts and washers) shall be included with each extender base to sufficiently mount the base to the Cabinet Assembly.

Make Temple Model 12055-12

Delivery (30 days requested from date of order): 45 Days

Total Delivered Price Each \$ 288<sup>00</sup>

This Price Bid Form is hereby submitted by the undersigned:

Temple INC  
Printed legal name of Bidder

Tim Olinger Sales Rep.  
Printed name of individual/corporate officer/general partner/joint venturer AND Title

T. Olinger  
Signature

2/27/23  
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): \_\_\_\_\_
- 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 (if Applicable State)
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <b>630573758 ALABAMA</b>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: Tim Olinger Title (if applicable): Sales Rep.  
Type or legibly write name: Tim Olinger Date: 2/27/23





# Alabama Secretary of State



Temple, Inc.	
Entity ID Number	000 - 018 - 264
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Morgan County
Formation Date	03/10/1969
Registered Agent Name	TEMPLE, WILLIAM B
Registered Office Street Address	2012 CHAPEL HILL ROAD DECATUR, AL 35603
Registered Office Mailing Address	2012 CHAPEL HILL ROAD DECATUR, AL 35603
Nature of Business	ELECTRICAL CONTRACTING
Capital Authorized	\$150,000
Capital Paid In	\$100,000
Incorporators	
Incorporator Name	TEMPLE, WILLIAM H
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	FOX, LORAN W
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	CHESNUT, JOSEPH L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
<p>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 <a href="http://www.revenue.alabama.gov">www.revenue.alabama.gov</a>. The Secretary of State's Office cannot answer questions about or make changes to these reports.</p>	
Report Year	<a href="#">1988</a> <a href="#">1989</a> <a href="#">1990</a> <a href="#">1991</a> <a href="#">1992</a> <a href="#">1993</a> <a href="#">1994</a> <a href="#">1995</a> <a href="#">1996</a> <a href="#">1997</a> <a href="#">1998</a> <a href="#">1999</a> <a href="#">2000</a> <a href="#">2001</a> <a href="#">2002</a> <a href="#">2003</a> <a href="#">2004</a> <a href="#">2005</a> <a href="#">2006</a> <a href="#">2007</a> <a href="#">2008</a> <a href="#">2009</a> <a href="#">2010</a> <a href="#">2011</a> <a href="#">2012</a> <a href="#">2013</a> <a href="#">2014</a> <a href="#">2015</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2021</a> <a href="#">2022</a>
Transactions	

Temple, Inc.	
Transaction Date	08/14/1991
Legal Name Changed From	Temple & Son Electric Company, Inc.
Transaction Date	12/10/2020
Principal Office Changed From	DECATUR, AL
Scanned Documents	
Document Date / Type / Pages	08/14/1991 Legal Name Change 6 pgs.
Document Date / Type / Pages	12/10/2020 Articles of Amendment 2 pgs.

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**APPENDIX C**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

Temple INC

Doing-Business-As Name of Proposer:

Principal Office Address:

Po Box 2066  
Decatur AL 35601

Telephone Number:

256. 353. 3820

Fax Number:

256. 353. 4578

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

Corporation

X

Partnership

\_\_\_\_\_

Individual

\_\_\_\_\_

Joint Venture

\_\_\_\_\_

Other (describe):

\_\_\_\_\_

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

1/1/69

Location of incorporation:

The corporation is held:

Publicly \_\_\_\_\_ Privately X

Names and titles of corporate officers:

Blake Temple CEO

Forrest Temple Pres.

Blair Temple VP

Partnership Statement

If a partnership, answer the following:

Invitation for Bid # 32-2023-75

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

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

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

#### Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

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

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

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

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

## **3. CONTRACTOR E-VERIFY – NOTICE**

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

Invitation for Bid # 32-2023-75

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.

T. Olinger  
Signature of Proposer  
Tim Olinger  
Print or Type Name of Proposer  
2/27/23  
Date

Temple INC  
Legal Name of Firm  
Po Box 2066  
Mailing Address  
DECATUR AL 35601  
City State Zip Code  
256.353.3820 256.353.4578  
Phone Fax  
Tim.Olinger@Temple-INC.com  
Email Address  
WWW.TEMPLE-INC.COM  
Website Address



Employment Eligibility Verification

Welcome  
william templeUser ID  
WTEM3849Last Login  
11:27 AM - 01/06/2012 Log Out

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## Company Information

Company Name: temple, inc. [View / Edit](#)

Company ID Number: 131008

Doing Business As (DBA)  
Name:

DUNS Number:

## Physical Location:

Address 1: 305 bank street

Address 2:

City: decatur

State: AL

Zip Code: 35601

County: MORGAN

## Mailing Address:

Address 1: p. o. box 2066

Address 2:

City: decatur

State: AL

Zip Code: 35602

## Additional Information:

Employer Identification Number: 630573758

Total Number of Employees: 20 to 99

Parent Organization: temple, inc.

Administrator:

Organization Designation:

Employer Category:

NAICS Code: 334 - COMPUTER AND ELECTRONIC PRODUCT  
MANUFACTURING [View / Edit](#)Total Hiring Sites: 1 [View / Edit](#)Total Points of Contact: 2 [View / Edit](#)[View in CU](#)



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-092

---

**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the lowest responsible bidder, Wiregrass Construction Company, Inc. for the provision of services for the Resurfacing of Residential Streets FY2023 Phase 2 project.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 3020-55-00000-516020-00000000

**City Cost Amount:** \$ 5,094,275.00

**Total Cost:** \$ 5,094,275.00

**Special Circumstances:**

**Grant Funded:** \$ N/A

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** Various streets and roadways throughout the city.

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

**Additional Comments:**

This project consists of 51 streets and is scheduled to be completed within 280 days from the date of the notice to proceed (NTP).



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2747

---

**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and the lowest responsible bidder, Wiregrass Construction Company, Inc. for the provision of services for the Resurfacing of Residential Streets FY2023 Phase 2 project.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 3020-55-00000-516020-00000000

**City Cost Amount:** \$ 5,094,275.00

**Total Cost:** \$ 5,094,275.00

**Special Circumstances:**

**Grant Funded:** \$ N/A

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** Various streets and roadways throughout the city.

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

**Additional Comments:**

This project consists of 51 streets and is scheduled to be completed within 280 days from the date of the notice to proceed (NTP).

**Resolution No. 23 - \_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a contract between the City of Huntsville and the low bidder, Wiregrass Construction Company in the amount of FIVE MILLION NINETY-FOUR THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 (\$5,094,275.00), for the Resurfacing of Residential Streets FY2023 Phase 2 project, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Contract between City of Huntsville and Wiregrass Construction Company, for Resurfacing of Residential Streets FY2023 Phase 2 project" consisting of a total of one (1) plus eighty-one (81) additional pages consisting of the Certification of Compliance with Title 39, Code of Alabama, Bid Award Recommendation, the details, specifications, surveys, general requirements, and supplemental terms and conditions as outlined in IFB No. 31-2023-55 issued February 10, 2023, Pre-Bid Meeting Minutes, all addenda, E-Verify MOU, Alabama Secretary of State registration, and the date of March 23, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tern 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 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, Alabama



Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT SERVICES DATE: March 9, 2023  
FROM: CHRIS McNEESE DEPT: PUBLIC WORKS SERVICES  
BID #: 31-2023-55 COMMODITY/SERVICE: RESURF/RESID ST FY23, PH2

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND WIREGRASS CONSTRUCTION COMPANY

RECOMMENDATION: It is recommended that Wiregrass Construction Company, be awarded the bid for Resurfacing of Residential Streets, FY23, Phase 2

DESCRIPTION	PRICE	UOM	COMMENT
See Attached Bid Tabulation Sheet			

INITIAL PURCHASE: \$5,094,275.00  
FUNDING SOURCE: 3020-55-00000-516020-0000000  
TERM OF CONTRACT: ☐ One Time  
☒ One Year w/ Additional One Year Extensions as Allowable by State Law  
☐ One Year  
☐ Three Months  
☐ Other (Explain)

### APPROVALS:

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

Chris McNeese Digitally signed by Chris McNeese  
Date: 2023.03.09 09:21:32 -06'00'

Department Head

Date

Tamara M. Yancy Digitally signed by Tamara M.  
Yancy  
Date: 2023.03.17 08:25:08 -05'00'

3/16/2023

Procurement Manager

Date

Email completed form to [Procurement@huntsvilleal.gov](mailto:Procurement@huntsvilleal.gov)



March 7, 2023

31-2023-55

PROCUREMENT SERVICES  
TABULATION

Resurfacing Residential Streets FY2023 - Phase 2

TABULATED BY:

Carrie Power

WITNESSED BY:



Bidder(s)	SJ & L General Contractors	Mid South Paving	Wiregrass Construction Company	Rogers Group
GC License #	42023	43461	5957	14069
Addendum Issued? YES or NO	yes	yes	yes	yes
Bid Bond? YES or NO	yes	yes	yes	yes
Bid Responsive? YES or NO	yes	yes	yes	yes
Comment: Explain if NO				
Base Bid	5,198,653.79	5,252,034.66	5,094,275.00	5,178,658.03



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CERTIFICATE OF COMPLIANCE

Pursuant to Code of Alabama, 1975 ("Code"), Section 39-5-1(b), the City of Huntsville, Alabama does hereby certify that the agreement by and between the City of Huntsville and

Wiregrass Construction Company, Inc \_\_\_\_\_ in the approximate  
(Vendor/Contractor Name)

amount of \$5,094,275.00 for Resurfacing of Residential Streets FY2023 Phase 2  
(Contract Amount) (Project Name)

to be awarded March 23, 2023  
(Council Date)

is let in compliance with the Code, Title 39 and all other applicable provisions of law; and, only for purposes of a civil action as referenced in Code Section 39-5-1(a), the issuance of this certificate shall constitute a presumption that the contract was let in accordance with the laws.

City of Huntsville, Alabama

BY: Penny L Smith Digitally signed by Penny L Smith  
Date: 2023.03.17 08:39:17 -05'00'  
Penny L. Smith, CPA, CGFM, CGMA

Its: Director of Finance

Date: 03/17/2023

**CONTRACT BETWEEN THE CITY OF HUNTSVILLE**

**AND**

**WIREGRASS CONSTRUCTION COMPANY, INC.**

**FOR**

**Resurfacing of Residential Streets FY2023 Phase 2  
IFB No. 31-2023-55**

**STATE OF ALABAMA}  
MADISON COUNTY}**

THIS CONTRACT, made and entered into this 23<sup>rd</sup> day of March 2023 between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and Wiregrass Construction Company, Inc., sometimes referred to herein as Contractor.

**-WITNESSETH-**

WHEREAS, the City desires to install, construct or make certain improvements known as **Resurfacing of Residential Streets FY2023 Phase 2** project, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Public Works Department, which are on file in the Office of the Public Works Director of the City of Huntsville, Alabama, all of which details, specifications, surveys, general and special requirements, terms and conditions as detailed in IFB No. 31-2023-55 issued on February 10, 2023, Pre-Bid Meeting Minutes, and all addenda are made a part of this contract, and

NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials and equipment for the doing of the same, all to be done in accordance with such details, plans, specifications, general requirements and supplements to general requirements hereto attached and made a part of this contract.

FOR THE PERFORMANCE of such work, the City agrees to pay the Contractor as follows per Appendix C Supplement - Schedule of Bid Quantities.

 **DAVID N. VENTURI:**  
Wiregrass Construction Company, Inc.

\_\_\_\_\_  
Tommy Battle, Mayor

\_\_\_\_\_  
Shaundrika Edwards  
City Clerk

ATTEST:  \_\_\_\_\_

\_\_\_\_\_  
City Council President

\_\_\_\_\_  
Date

## APPENDIX B BID PROPOSAL

**TO:** THE CITY OF HUNTSVILLE  
Procurement Services Division  
308 Fountain Circle – 5<sup>th</sup> Floor  
Huntsville, Alabama 35801

**PROPOSAL OF:** Wiregrass Construction Company, Inc.  
(NAME)  
6200 Strinfield Rd Huntsville, AL 35806  
(ADDRESS)

**TO MAKE CERTAIN IMPROVEMENTS ENTITLED:**

### **Resurfacing of Residential Streets 2023 Phase 2**

**FOR THE CITY OF HUNTSVILLE, ALABAMA**

Ladies/Gentlemen:

The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama).

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

Contractors are authorized to download quantities, Appendix C Supplement – Schedule of Bid Quantities, or quantity revisions from City's bid solicitation platform, Bidnet Direct, at <https://www.bidnetdirect.com/alabama/cityofhuntsville> and paste to a CD-RW (preferably in a live/flash drive format) of their choice which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copies, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except

after thirty (30) days prior written notice to the City at the following address: City of Huntsville, Procurement Services Division, P.O. Box 308, Huntsville, Alabama 35804.

The undersigned bidder understands that the Contract Time for completion of all work is **280** calendar days.

**THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:**

All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond, each in the amount of 100% of the contract amount. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding \$10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

I the undersigned, further understand that acknowledgment of receipt of addenda is mandatory and my failure to acknowledge receipt addenda shall result be cause for rejection of the bid proposal.

  
Signature of the Proposer

J. Greer Walker/ Vice President  
Print or Type Name of Proposer

03/06/23  
Date

Addendum No.	Date Received
1	2/22/2023

Wiregrass Construction Company, Inc.

Legal Name of Firm

P.O. Box 3040

Mailing Address

Huntsville, AL 35806

City, State, Zip Code

256-533-4727 / 256-533-3865

Phone and Fax

wnorth@wiregrassconstruction.com

Email Address

<https://wiregrassconstruction.com/>

Website Address

## APPENDIX E SUBCONTRACTOR LISTING

All subcontractors must be approved in writing by the City. Any additional subcontractors needed during the contract term shall be approved by written letter from the City. Contractor shall **immediately** notify City of Huntsville Public Works Department designated project manager at the email address noted on the RFB cover page of any changes to the subcontractors list for the duration of the contract.

<u>TASKS TO BE PERFORMED</u>	<u>SUBCONTRACTOR NAME</u>	<u>LICENSE NO.</u>	<u>ADDRESS</u>	<u>ITEM #'S OF WORK TO BE PERFORMED</u>
Surveying/Layout				
Permitting				
Clearing & Grubbing				
Erosion Control				
Traffic Control				
Excavation				
Concrete	Whitworth Concrete Works, LLC	S-55760	515 Saint Clair Lane Huntsville, AL 35811	Concrete work
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring				
Retaining Walls				
Bridges				
Railroads				
Traffic (signals, loops)	BAT Traffic Solutions, LLC	S-55369	2018 Stateline Rd, Ardmore, Alabama 35739	Loops
Street Lights				
Electrical				
Water				
Asphalt				
Landscaping (Trees, grassing)				
Irrigation				
Striping	J.C. Check Contractors, Inc.	11303	P.O. Box 1138 Kosciusko Mississippi, 39090	Pavement markings
Sewer Testing				
Guardrails				
Handrails				
Painting				
Special (fencing, benches, dewatering etc.)				
Mechanical				
SCADA				

**APPENDIX F**  
**REFERENCES OF SIMILAR PROJECTS**

Contractor shall provide at least five (5) references including NAME OF PROJECT, Owner Name, address, phone number and contact name that demonstrates contractor's ability on similar projects. The contract amount of the project shall also be stated:

1. Project Name: Roadwork-Resurfacing Phase II                      Contract Amount: \$ 4,287,699.00  
Owner Name: City of Huntsville  
Address: 4308 Fountain Cir SW, Huntsville, AL 35801  
phone number: 256-427-5268  
contact name: Mark Huber
2. Project Name: Roadwork-Resurfacing Phase I                      Contract Amount: \$ 3,370,771.62  
Owner Name: City of Huntsville  
Address: 4308 Fountain Cir SW, Huntsville, AL 35801  
phone number: 256-427-5268  
contact name: Mark Huber
3. Project Name: RP-NH-0053(588) Governors Drive Paving                      Contract Amount: \$ 1,111,900.65  
Owner Name: Alabama Department of Transportation  
Address: 4700 Governors House Dr SW Huntsville, AL 35805  
Phone number: 256-837-1755  
Contact Name: Wanda Brooks
4. Project Name: IM-I565(316) Madison County                      Contract Amount: \$ 16,200,783.74  
Owner Name: Alabama Department of Transportation  
Address: 4700 Governors House Dr SW Huntsville, AL 35805  
Phone number: 256-837-1755  
Contact Name: Angelia Fuller
5. Project Name: IM-I565(316) Madison County                      Contract Amount: \$ 5,384,000.00  
Owner Name: Alabama Department of Transportation  
Address: 4700 Governors House Dr SW Huntsville, AL 35805  
Phone number: 256-837-1755  
Contact Name: Angelia Fuller

**APPENDIX G**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

Wiregrass Construction Company, Inc.

Doing-Business-As Name of Proposer:

Principal Office Address:

1830 Hartford Hwy

Dothan, AL 36301

Telephone Number:

(334) 699-6800

Fax Number:

(334) 699-6804

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

Corporation

X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

5/13/1964

Location of incorporation:

Dothan, AL

The corporation is held:

Publicly X Privately       

Names and titles of corporate officers:

John Harper - President

J. Greer Walker - Vice President

Kirk Barker - Vice President

Partnership Statement

If a partnership, answer the following:



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

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

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

#### Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

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

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

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

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

## **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. CONTRACTOR – PUBLIC CONTRACT WITH ENTITIES ENGAGING IN CERTAIN BOYCOTTING ACTIVITIES**

Alabama Legislative Act 2016-312, as adopted on May 5, 2016, prohibits Alabama governmental bodies from entering into contracts with commercial entities that participate in boycotts against nations or business organizations that Alabama citizens can otherwise trade with (members of the World Trade Organization or other countries with which the United States has free-trade agreements).

In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of

Wiregrass Construction Company, Inc.

*(Insert Name of Business)*

I do hereby certify and represent that this

business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

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

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

#### **5. 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.

  
Signature of Proposer

J. Greer Walker / Vice President  
Print or Type Name of Proposer

03/04/2023  
Date

Wiregrass Construction Company, Inc.  
Legal Name of Firm

6200 Stringfield Rd  
Mailing Address

Huntsville	AL	35806
City	State	Zip Code

256-533-4727	256-533-3865
Phone	Fax

wnorth@wiregrassconstruction.com  
Email Address

<https://wiregrassconstruction.com/>  
Website Address

## APPENDIX H REPORT OF OWNERSHIP FORM

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

- Legal name(s) (include "doing business as", if applicable): Wiregrass Construction Company, Inc.
- City of Huntsville current taxpayer identification number (if available): 36048377  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

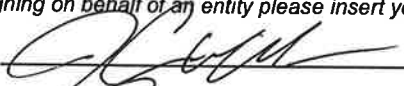
**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>020-223 / Alabama</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): Vice President

Type or legibly write name: J. Greer Walker Date: 03/06/2023



# Alabama Secretary of State



Wiregrass Construction Company, Inc.	
Entity ID Number	000 - 020 - 223
Entity Type	Domestic Corporation
Principal Address	DOTHAN, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Coffee County
Formation Date	05/13/1964
Registered Agent Name	CAPITOL CORPORATE SERVICES INC
Registered Office Street Address	2 NORTH JACKSON ST STE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST STE 605 MONTGOMERY, AL 36104
Nature of Business	CONSTRUCTION
Capital Authorized	\$5,000
Capital Paid In	\$1,000
Incorporators	
Incorporator Name	GRIMES, HAYWOOD L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GRIMES, JOHN E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SANDERS, I D
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
<p>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 <a href="http://www.revenue.alabama.gov">www.revenue.alabama.gov</a>. The Secretary of State's Office cannot answer questions about or make changes to these reports.</p>	
Report Year	<a href="#">1988</a> <a href="#">1989</a> <a href="#">1990</a> <a href="#">1991</a> <a href="#">1992</a> <a href="#">1993</a> <a href="#">1994</a> <a href="#">1995</a> <a href="#">1996</a> <a href="#">1997</a> <a href="#">1998</a> <a href="#">1999</a> <a href="#">2000</a> <a href="#">2001</a> <a href="#">2002</a> <a href="#">2003</a> <a href="#">2004</a> <a href="#">2005</a> <a href="#">2006</a> <a href="#">2007</a> <a href="#">2008</a> <a href="#">2009</a> <a href="#">2010</a> <a href="#">2011</a> <a href="#">2012</a> <a href="#">2013</a> <a href="#">2014</a> <a href="#">2015</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2021</a>
Transactions	

Wiregrass Construction Company, Inc.	
Document Date / Type / Pages	<u>02/21/1995</u> Registered Agent Change 2 pgs.
Document Date / Type / Pages	<u>01/21/1997</u> Capital Amounts Change 2 pgs.
Document Date / Type / Pages	<u>01/25/2002</u> Registered Agent Change 1 pg.
Document Date / Type / Pages	<u>12/27/2007</u> Merger 3 pgs.
Document Date / Type / Pages	<u>01/14/2010</u> Registered Agent Change 1 pg.
Document Date / Type / Pages	<u>06/29/2010</u> Registered Agent Change 1 pg.
Document Date / Type / Pages	<u>06/28/2019</u> Registered Agent Change 2 pgs.
Document Date / Type / Pages	<u>09/14/2022</u> Registered Agent Change 2 pgs.

[Browse Results](#)[New Search](#)

Company ID Number: 345983

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	WIREGRASS CONSTRUCTION COMPANY, INC.
Company Facility Address	1830 HARTFORD HWY DOTHAN, AL 36301
Company Alternate Address	P.O. DRAWER 929 DOTHAN, AL 36302
County or Parish	HOUSTON
Employer Identification Number	630483677
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	1

**Company ID Number:** 345983

**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)
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**Company ID Number:** 345983

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

Name           Caitlin Faulkner  
Phone Number   (334) 699 - 6800  
Fax Number     (334) 699 - 6804  
Email Address   cfaulkner@wiregrassconstruction.com

STATE OF ALABAMA

BID LIMIT:  
U  
UNLIMITED  
AMOUNT:

LICENSE NO.: 5937  
TYPE: RENEWAL



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT  
WIREGRASS CONSTRUCTION CO INC

DOTHAN, AL 36301

is hereby licensed a General Contractor in the State of Alabama and is authorized  
to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, EV-S: LANDFILLS, HRR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU:  
MUNICIPAL AND UTILITY

until July 31, 2023 when this Certificate expires.  
Witness our hands and seal of the Board, dated Montgomery, Ala.,

28th day of July, 2022

Michael B. Ten SECRETARY-TREASURER

Charles A. Cook, Jr. CHAIRMAN

186242

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
1	Street #1 Memorial Pkwy Northbound Access (Length 5,000', Width 26') From York Rd to Griffith Dr 424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	1,270	TON	\$86.50	\$109,855.00
2	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	75	TON	\$58.00	\$4,350.00
3	Milling 0-2" Total Mill	15,100	SY	\$1.25	\$18,875.00
4	Milling 2-4" Total Mill	100	SY	\$7.25	\$725.00
5	Manhole Adjustment	1	EA	\$1,305.00	\$1,305.00
6	Manhole Riser	1	EA	\$207.00	\$207.00
7	Inlets	1	EA	\$5,200.00	\$5,200.00
8	Delineaters	5	EA	\$251.00	\$1,255.00
9	New 22' Flat Topped Speed Table	1	EA	\$4,750.00	\$4,750.00

	APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023
	Resurfacing of Residential Streets-2023, Phase 2				
	RFB NO. 31-2023-55				
	<u>Wiregrass Construction Company, Inc.</u>				
	UNIT BID SHEET				
	All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.				All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
10	Remove Only Existing Speed Cushions	1	EA	\$325.00	\$325.00
11	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	200	SY	\$166.00	\$33,200.00
12	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	360	LF	\$68.25	\$24,570.00
13	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	25	SY	\$146.00	\$3,650.00
14	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00
15	Traffic Control Markings	80	SF	\$7.50	\$600.00
	TOTAL Street #1 Memorial Pkwy Northbound Access from York Rd to Griffith Dr				\$213,087.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023	
Resurfacing of Residential Streets-2023, Phase 2					
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Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edged and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.			All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onisite City inspector.		
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
Street #2 Peachtree St (Length 1,000', Width 25') From Holmes Ave to Barbara Dr					
16	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	270	TON	\$86.50	\$23,355.00
17	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
18	Milling 0-2" Total Mill	3,000	SY	\$1.25	\$3,750.00
19	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	120	LF	\$68.25	\$8,190.00
20	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	100	LF	\$68.25	\$6,825.00
21	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	65	SY	\$146.00	\$9,490.00



APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
22	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	4	EA	\$2,110.00	\$8,440.00
23	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	1	EA	\$2,110.00	\$2,110.00
24	Traffic Control Markings				
	TOTAL Street #2 Peachtree St From Holmes Ave To Barbara Dr	30	SF	\$7.50	\$225.00
	Street #3 Holmes Ave (Access Rd) (Length 940', Width 26') From Fairway Dr to End of Street				\$63,835.00
25	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	200	TON	\$86.50	\$17,300.00
26	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
27	Milling 0-2" Total Mill	2,400	SY	\$1.25	\$3,000.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.		All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.			
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
28	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	30	SY	\$166.00	\$4,980.00
29	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	60	LF	\$68.25	\$4,095.00
30	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	80	LF	\$68.25	\$5,460.00
31	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	4	EA	\$2,110.00	\$8,440.00
TOTAL Street #3 Holmes Ave (Access Rd) From Fairway Dr to End of Street					\$44,725.00
Street #4 Battle Dr (Length 1,000', Width 26') From Meadow Dr to End of Street					
32	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	250	TON	\$86.50	\$21,625.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.				All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.	
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
33	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$58.00	\$2,900.00
34	Milling 0-2" Total Mill	3,000	SY	\$1.25	\$3,750.00
35	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	60	SY	\$166.00	\$9,960.00
36	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	80	LF	\$68.25	\$5,460.00
37	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	80	LF	\$68.25	\$5,460.00
38	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	1	EA	\$2,110.00	\$2,110.00
39	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736)	1	EA	\$2,110.00	\$2,110.00



APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	TOTAL Street #4 Battle Dr From Meadow Dr to End of Street				\$53,375.00
Street #5 Oakdale Ct (Length 1,400', Width 26') From Oakdale Ter to Oakdale Ter					
40	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	465	TON	\$86.50	\$40,222.50
41	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$58.00	\$2,900.00
42	Milling 0-2" Total Mill	5,300	SY	\$1.25	\$6,625.00
43	Manhole Riser	4	EA	\$207.00	\$828.00
44	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	60	SY	\$166.00	\$9,960.00
45	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	100	LF	\$68.25	\$6,825.00

	APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
	Resurfacing of Residential Streets-2023, Phase 2					
	RFB NO. 31-2023-55					
	Wiregrass Construction Company, Inc.					
	UNIT BID SHEET					
	All roads that are limestone will be edged lined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.				
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT	
	TOTAL Street #5 Oakdale Ct From Oakdale Ter to Oakdale Ter				\$67,360.50	
	Street #6 Teton Cir (Length 1,700', Width 26') From Colfax Rd to End of Street					
46	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	460	TON	\$86.50	\$39,790.00	
47	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00	
48	Milling 0-2" Total Mill	5,500	SY	\$1.25	\$6,875.00	
49	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	80	SY	\$166.00	\$13,280.00	
50	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	60	LF	\$68.25	\$4,095.00	
51	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	210	LF	\$68.25	\$14,332.50	

	APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023
	Resurfacing of Residential Streets-2023, Phase 2				
	RFB NO. 31-2023-55				
	<u>Wiregrass Construction Company, Inc.</u>				
	UNIT BID SHEET				
	All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.				All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
52	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	4	EA	\$2,110.00	\$8,440.00
	TOTAL Street #6 Teton Cir From Colfax Rd to End of Street				\$88,262.50
	Street #7 Keats Dr (Length 1,400', Width 26') From Memorial Pkwy to Max Luther Dr				
53	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	375	TON	\$86.50	\$32,437.50
54	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$58.00	\$2,900.00
55	Milling 0-2" Total Mill	4,300	SY	\$1.25	\$5,375.00
56	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	10	LF	\$68.25	\$682.50

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<i>Wiregrass Construction Company, Inc.</i>					
UNIT BID SHEET					
<p>All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.</p>					<p>All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.</p>
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
57	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	50	LF	\$68.25	\$3,412.50
58	Solid Class 2 Traffic Stripe	0.020	MI	\$4,216.00	\$84.32
59	Solid Temporary Traffic Stripe	0.040	MI	\$1,406.00	\$56.24
60	Traffic Control Markings	30	SF	\$7.50	\$225.00
TOTAL Street #7 Keats Dr From Memorial Pkwy to Max Luther Dr					\$45,173.06
Street #8 Wainwright Ave (Length 1,172', Width 27") From Littlebury Rd to Carl T Jones					
61	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	300	TON	\$86.50	\$25,950.00
62	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
63	Milling 0-2" Total Mill	3,550	SY	\$1.25	\$4,437.50

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023	
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RFB NO. 31-2023-55					
Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.		All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.			
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
64	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	150	LF	\$68.25	\$10,237.50
65	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	50	LF	\$68.25	\$3,412.50
66	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	6	EA	\$2,110.00	\$12,660.00
67	Raised Traffic Markers	20	EA	\$7.50	\$150.00
TOTAL Street #8 Wainwright Ave From Littlebury Rd to Carl T Jones		\$58,297.50			
Street #9 Darnell St (Length 757', Width 27") From Colice Rd to Shades Crest Rd					
68	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	180	TON	\$86.50	\$15,570.00
69	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
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All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
70	Milling 0-2" Total Mill	2,050	SY	\$1.25	\$2,562.50
71	Manhole Riser	2	EA	\$207.00	\$414.00
72	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	180	SY	\$166.00	\$29,880.00
73	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	250	LF	\$68.25	\$17,062.50
TOTAL Street #9 Darnell St From Colice Rd to Shades Crest Rd					\$66,939.00
Street #10 Coventry Cir (Length 397', Width 26') From Cul-De-Sac to Big Cove Rd					
74	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	160	TON	\$86.50	\$13,840.00
75	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$58.00	\$2,900.00



APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023
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Wiregrass Construction Company, Inc.				
UNIT BID SHEET				
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.		All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.		
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE
76	Milling 0-2" Total Mill	1,900	SY	\$1.25
77	Manhole Riser	2	EA	\$207.00
78	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	160	SY	\$166.00
79	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	200	LF	\$68.25
TOTAL Street #10 Coventry Cir From Cul-De-Sac to Big Cove Rd				\$59,739.00
Street #11 Garth Cir (Length 285', Width 26') From End of Street to Garth Rd				
80	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	55	TON	\$86.50
81	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00
82	Milling 0-2" Total Mill	560	SY	\$1.25
				\$700.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
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UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
83	Manhole Riser	1	EA	\$207.00	\$207.00
84	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	45	SY	\$166.00	\$7,470.00
85	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	30	LF	\$68.25	\$2,047.50
TOTAL Street #11 Garth Cir From End of Street to Garth Rd					\$16,632.00
Street #12 Devon Cir (Length 785', Width 26') From Devon St to End of Street					
86	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	250	TON	\$86.50	\$21,625.00
87	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
88	Milling 0-2" Total Mill	2,850	SY	\$1.25	\$3,562.50



APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
89	Manhole Riser	3	EA	\$207.00	\$621.00
90	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	20	LF	\$68.25	\$1,365.00
91	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	20	LF	\$68.25	\$1,365.00
TOTAL Street #12 Devon Cir From Devon St to End of Street					\$29,988.50
Street #13 Little Cove Rd (Length 10,688', Width 20' to 26') From Eastern Bypass to Hampton Cove Way					
92	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	2,425	TON	\$86.50	\$209,762.50
93	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$58.00	\$2,900.00
94	Milling 0-2" Total Mill	29,100	SY	\$1.25	\$36,375.00
95	Manhole Riser	3	EA	\$207.00	\$621.00

	APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023
	Resurfacing of Residential Streets-2023, Phase 2				
	RFB NO. 31-2023-55				
	<i>Wiregrass Construction Company, Inc.</i>				
	UNIT BID SHEET				
	All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.			
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
96	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	20	SY	\$166.00	\$3,320.00
97	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	250	LF	\$68.25	\$17,062.50
98	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	180	LF	\$68.25	\$12,285.00
99	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	6	EA	\$2,110.00	\$12,660.00
100	Solid Class 2 Traffic Stripe	2,900	MI	\$4,216.00	\$12,226.40
101	Solid Temporary Traffic Stripe	5,900	MI	\$1,406.00	\$8,295.40
102	Traffic Control Markings	30	SF	\$7.50	\$225.00
103	Raised Traffic Markers	250	EA	\$7.50	\$1,875.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023	
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.			All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onisite City inspector.		
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	TOTAL Street #13 Little Cove Rd From Eastern Bypass to Hampton Cove Way				\$317,607.80
Street #14 Burbank St (Length 390', Width 20') From Hurst Ave to Abingdon Ave					
104	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	112	TON	\$86.50	\$9,688.00
105	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
106	Milling 0-2" Total Mill	1,050	SY	\$1.25	\$1,312.50
107	Manhole Riser	1	EA	\$207.00	\$207.00
108	Manhole Adjustment	3	EA	\$1,305.00	\$3,915.00
TOTAL Street #14 Burbank St From Hurst Ave to Abingdon Ave					\$16,572.50
Street #15 Willowbrook Dr (Length 2,750', Width 32') From Lily Flagg Rd to Bailey Cove Rd					

	APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023
	Resurfacing of Residential Streets-2023, Phase 2				
	RFB NO. 31-2023-55				
	<u>Wiregrass Construction Company, Inc.</u>				
	UNIT BID SHEET				
	All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.			
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
109	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	820	TON	\$86.50	\$70,930.00
110	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
111	Milling 0-2" Total Mill	9,800	SY	\$1.25	\$12,250.00
112	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	120	SY	\$166.00	\$19,920.00
113	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	130	LF	\$68.25	\$8,872.50
114	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	240	LF	\$68.25	\$16,380.00
115	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
116	Q Loops	2	EA	\$1,305.00	\$2,610.00
117	Solid Class 2 Traffic Stripe	1.070	MI	\$4,216.00	\$4,511.12
118	Solid Temporary Traffic Stripe	2.140	MI	\$1,406.00	\$3,008.84
119	Broken Class 2 Traffic Stripe	0.250	MI	\$2,659.00	\$664.75
120	Broken Temporary Traffic Stripe	0.500	Mi	\$1,406.00	\$703.00
121	Dotted Traffic Stripe	146	LF	\$3.00	\$438.00
122	Traffic Control Markings.	590	SF	\$7.50	\$4,425.00
123	Traffic Control Legends	67.23	SF	\$7.50	\$504.23
124	Raised Traffic Markers	190	EA	\$7.50	\$1,425.00
TOTAL Street #15 Willowbrook Dr From Lily Flagg Rd to Bailey Cove RD					\$152,312.44

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023	
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.				All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.	
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	Street #16 Hamilton Dr (Length 1,530', Width 27') From End of Street to Huntcliff Rd				
125	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	400	TON	\$86.50	\$34,600.00
126	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
127	Milling 0-2" Total Mill	4,600	SY	\$1.25	\$5,750.00
128	Manhole Riser	3	EA	\$207.00	\$621.00
129	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	23	SY	\$166.00	\$3,818.00
130	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	170	LF	\$68.25	\$11,602.50
131	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	100	LF	\$68.25	\$6,825.00



	APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023
	Resurfacing of Residential Streets-2023, Phase 2				
	RFB NO. 31-2023-55				
	<u>Wiregrass Construction Company, Inc.</u>				
	UNIT BID SHEET				
	All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.			
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
132	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00
	TOTAL Street #16 Hamilton Dr From End of Street to Huntcliff Rd				\$68,886.50
	Street #17 Old Brook Trl (Length 630', Width 70') From End of Street to Bailey Cove Rd				
133	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	420	TON	\$86.50	\$36,330.00
134	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
135	Milling 0-2" Total Mill	4,950	SY	\$1.25	\$6,187.50
136	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	120	LF	\$68.25	\$8,190.00
137	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	20	LF	\$68.25	\$1,365.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.			All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.		
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
138	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00
	TOTAL Street #17 Old Brook Trl From End of Street to Bailey Cove Rd				\$57,742.50
Street #18 Smokey Mountain Cir (Length 290', Width 24') From End of Street to Everest Dr (East side of Everest Dr)					
139	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	120	TON	\$86.50	\$10,380.00
140	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
141	Milling 0-2" Total Mill	1,320	SY	\$1.25	\$1,650.00
142	Manhole Riser	1	EA	\$207.00	\$207.00





APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<i>Wiregrass Construction Company, Inc.</i>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
149	Manhole Riser	10	EA	\$207.00	\$2,070.00
150	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	170	SY	\$166.00	\$28,220.00
151	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	160	LF	\$68.25	\$10,920.00
152	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	420	LF	\$68.25	\$28,665.00
153	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00
154	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2 Parallel Midblock (ALDOT Drawing SW-618 Index #736)	2	EA	\$2,110.00	\$4,220.00
155	Traffic Control Markings	36	SF	\$7.50	\$270.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023	
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.				All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.	
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	TOTAL Street #19 Southpark Blvd From End of Street to Memorial Pkwy				\$192,077.50
Street #20 Stone Mountain Dr (Length 720'; Width 24') From End of Street to Mathis Mountain Rd					
156	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	180	TON	\$86.50	\$15,570.00
157	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	30	TON	\$58.00	\$1,740.00
158	Milling 0-2" Total Mill	1,950	SY	\$1.25	\$2,437.50
159	Manhole Riser	5	EA	\$207.00	\$1,035.00
160	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	150	LF	\$68.25	\$10,237.50
161	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	100	LF	\$68.25	\$6,825.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.		All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.			
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
162	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00
TOTAL Street #20 Stone Mountain Dr From End of Street to Mathis Mountain Rd		\$42,065.00			
Street #21 Johnstone Cir (Length 1,380', Width 27") From End of Street to Huntcliff Rd					
163	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	400	TON	\$86.50	\$34,600.00
164	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
165	Milling 0-2" Total Mill	4,690	SY	\$1.25	\$5,862.50
166	Manhole Riser	5	EA	\$207.00	\$1,035.00
167	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	75	SY	\$166.00	\$12,450.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
168	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	295	LF	\$68.25	\$20,133.75
169	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	200	LF	\$68.25	\$13,650.00
170	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00
TOTAL Street #21 Johnstone Cir From End of Street to Huntcliff Rd					\$93,401.25
Street #22 Leafmore Dr (Length 2,250', Width 26') From Cul-De-Sac to Leafmore Cir (Multiple Cul-De-Sacs)					
171	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	980	TON	\$86.50	\$84,770.00
172	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$58.00	\$2,900.00
173	Milling 0-2" Total Mill	11,400	SY	\$1.25	\$14,250.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edged lined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.			All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.		
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
174	Manhole Riser	4	EA	\$207.00	\$828.00
175	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	108	SY	\$166.00	\$17,928.00
176	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	360	LF	\$68.25	\$24,570.00
177	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	100	LF	\$68.25	\$6,825.00
178	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	8	EA	\$2,110.00	\$16,880.00
TOTAL Street #22 Leafmore Dr From Cul-De-Sac to Leafmore Cir					\$168,951.00
Street #23 Pembroke Cir (Cul-De-Sac South and West of Lugenia Dr) (Length 530', Width 26') From End of Street to Lugenia Dr					



APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
179	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	200	TON	\$86.50	\$17,300.00
180	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	10	TON	\$58.00	\$580.00
181	Milling 0-2" Total Mill	2,070	SY	\$1.25	\$2,587.50
182	Manhole Riser	2	EA	\$207.00	\$414.00
183	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	18	SY	\$166.00	\$2,988.00
184	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	100	LF	\$68.25	\$6,825.00
185	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	40	LF	\$68.25	\$2,730.00

	APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023
	Resurfacing of Residential Streets-2023, Phase 2				
	RFB NO. 31-2023-55				
	<u>Wiregrass Construction Company, Inc.</u>				
	UNIT BID SHEET				
	All roads that are limestone will be edged lined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.				
	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.				
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
186	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00
	TOTAL Street #23 Pembroke Cir (Cul-De-Sac South and West of Lugenia Dr) From End of Street to Lugenia Dr				\$37,644.50
	Street #24 Sugar Mill Cir (Length 500' , Width 26') From Cul-De-Sac to Lantern Walk				
187	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	180	TON	\$86.50	\$15,570.00
188	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
189	Milling 0-2" Total Mill	2,000	SY	\$1.25	\$2,500.00
190	Manhole Riser	1	EA	\$207.00	\$207.00
191	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	83	SY	\$166.00	\$13,778.00



APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
192	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	100	LF	\$68.25	\$6,825.00
193	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	130	LF	\$68.25	\$8,872.50
194	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00
TOTAL Street #24 Sugar Mill Cir From Cul-De-Sac to Lantern Walk					\$53,422.50
Street #25 Glenview Dr (Length 1,080', Width 26') From Pioneer Rd to Yorkshire Dr					
195	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	280	TON	\$86.50	\$24,220.00
196	Milling 0-2" Total Mill	3,140	SY	\$1.25	\$3,925.00
197	Manhole Riser	3	EA	\$207.00	\$621.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
198	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	20	SY	\$166.00	\$3,320.00
199	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	40	LF	\$68.25	\$2,730.00
200	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	130	LF	\$68.25	\$8,872.50
201	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00
TOTAL Street #25 Glenview Dr From Pioneer Rd to Yorkshire Dr					\$47,908.50
Street #26 Amanda Cir (Length 1,100', Width 26") From End of Street to Craigmont Rd					
202	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	320	TON	\$86.50	\$27,680.00
203	Milling 0-2" Total Mill	3,720	SY	\$1.25	\$4,650.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edgedlined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
204	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	10	TON	\$58.00	\$580.00
205	Manhole Riser	4	EA	\$207.00	\$828.00
206	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	120	SY	\$166.00	\$19,920.00
207	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	110	LF	\$68.25	\$7,507.50
208	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	180	LF	\$68.25	\$12,285.00
209	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00
TOTAL Street #26 Amanda Cir From End of Street to Craigmont Rd					\$77,670.50

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	Street #27 Cedarwood Cir (Length 430', Width 26') From End of Street to Bailey Cove Rd				
210	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	160	TON	\$86.50	\$13,840.00
211	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
212	Milling 0-2" Total Mill	1,800	SY	\$1.25	\$2,250.00
213	Manhole Riser	2	EA	\$207.00	\$414.00
214	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	110	LF	\$68.25	\$7,507.50
215	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	30	LF	\$68.25	\$2,047.50
216	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00

	APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
	Resurfacing of Residential Streets-2023, Phase 2					
	RFB NO. 31-2023-55					
	<i>Wiregrass Construction Company, Inc.</i>					
	UNIT BID SHEET					
	All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.				All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.	
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT	
	TOTAL Street #27 Cedarwood Cir From End of Street to Bailey Cove Rd				\$31,729.00	
	Street #28 Riviera Ave (Length 2,500', Width 36') From Bailey Cove Rd to Tascosa Dr					
217	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	850	TON	\$86.50	\$73,525.00	
218	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$58.00	\$2,900.00	
219	Milling 0-2" Total Mill	10,000	SY	\$1.25	\$12,500.00	
220	Manhole Riser	8	EA	\$207.00	\$1,656.00	
221	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	190	SY	\$166.00	\$31,540.00	
222	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	60	LF	\$68.25	\$4,095.00	

	APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023
	Resurfacing of Residential Streets-2023, Phase 2				
	RFB NO. 31-2023-55				
	Wiregrass Construction Company, Inc.				
	UNIT BID SHEET				
	All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.			
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
223	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	320	LF	\$68.25	\$21,840.00
224	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	20.5	SY	\$146.00	\$2,993.00
225	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	4	EA	\$2,110.00	\$8,440.00
	TOTAL Street #28 Riviera Ave From Bailey Cove Rd to Tascosa DR				\$159,489.00
	Street #29 Somerset Rd (Length 2,400', Width 21') From Westleigh Dr to Hampshire Dr				
226	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	480	TON	\$86.50	\$41,520.00
227	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	30	TON	\$58.00	\$1,740.00



APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
228	Milling 0-2" Total Mill	5,630	SY	\$1.25	\$7,037.50
229	Manhole Riser	10	EA	\$207.00	\$2,070.00
230	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	40	SY	\$166.00	\$6,640.00
231	Solid Class 2 Traffic Stripe	1,810	MI	\$4,216.00	\$7,630.96
232	Solid Temporary Traffic Stripe	3,620	MI	\$1,406.00	\$5,089.72
233	Raised Traffic Markers	80	EA	\$7.50	\$600.00
	TOTAL Street #29 Somerset Rd From Westleigh Dr to Hampshire Dr				\$72,328.18
Street #30 Ashmont Blvd (Length 600', Width 28') From Bailey Cove Rd (East) to End of Street					
234	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	180	TON	\$86.50	\$15,570.00

	APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023
	Resurfacing of Residential Streets-2023, Phase 2				
	RFB NO. 31-2023-55				
	<u>Wiregrass Construction Company, Inc.</u>				
	UNIT BID SHEET				
	All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.			
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
235	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	15	TON	\$58.00	\$870.00
236	Milling 0-2" Total Mill	1,900	SY	\$1.25	\$2,375.00
237	Manhole Riser	1	EA	\$207.00	\$207.00
238	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	100	LF	\$68.25	\$6,825.00
239	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	150	LF	\$68.25	\$10,237.50
240	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00
241	Traffic Control Markings	46	SF	\$7.50	\$345.00
	TOTAL Street #30 Ashmont Blvd From From Bailey Cove Rd (East) to End of Street				\$40,649.50



APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
	All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.				All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	Street #31 Sugar Tree Pl (Length 420', Width 26') From End of Street to Sugar Tree Trl				
242	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	120	TON	\$86.50	\$10,380.00
243	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	35	TON	\$58.00	\$2,030.00
244	Milling 0-2" Total Mill	1,230	SY	\$1.25	\$1,537.50
245	Manhole Riser	2	EA	\$207.00	\$414.00
246	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	410	SY	\$166.00	\$68,060.00
247	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	160	LF	\$68.25	\$10,920.00
248	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	210	LF	\$68.25	\$14,332.50

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
249	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00
	TOTAL Street #31 Sugar Tree Pl From End of Street to Sugar Tree Trl				\$111,894.00
Street #32 Harvard Rd (Length 1,300', Width 26') From Governors Dr to Marsheutz Ave					
250	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	350	TON	\$86.50	\$30,275.00
251	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	100	TON	\$58.00	\$5,800.00
252	Milling 0-2" Total Mill	3,950	SY	\$1.25	\$4,937.50
253	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	25	SY	\$166.00	\$4,150.00
254	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	40	LF	\$68.25	\$2,730.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
<p>All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.</p>					<p>All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.</p>
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
255	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	50	LF	\$68.25	\$3,412.50
256	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	2	EA	\$2,110.00	\$4,220.00
257	Q Loops	2	EA	\$1,305.00	\$2,610.00
258	Solid Class 2 Traffic Stripe	0.040	Mi	\$4,216.00	\$168.64
259	Solid Temporary Traffic Stripe	0.080	MI	\$1,406.00	\$112.48
260	Dotted Traffic Stripe	32	LF	\$3.00	\$96.00
261	Traffic Control Markings	303	SF	\$7.50	\$2,272.50
262	Traffic Control Legends	23	SF	\$7.50	\$172.50
263	Raised Traffic Markers	25	EA	\$7.50	\$187.50

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.		All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.			
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	TOTAL Street #32 Harvard Rd From Governors Dr to Marsheutz Ave				\$61,144.62
Street #33 Cerro Vista St (Length 2,450', Width 26') From Bayless Dr to Drake Ave					
264	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	610	TON	\$86.50	\$52,765.00
265	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	100	TON	\$58.00	\$5,800.00
266	Milling 0-2" Total Mill	7,150	SY	\$1.25	\$8,937.50
267	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	190	SY	\$166.00	\$31,540.00
268	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	20	LF	\$68.25	\$1,365.00
269	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	270	LF	\$68.25	\$18,427.50

	APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023
	Resurfacing of Residential Streets-2023, Phase 2				
	RFB NO. 31-2023-55				
	<u>Wiregrass Construction Company, Inc.</u>				
	UNIT BID SHEET				
	All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.			
	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
270	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	55	SY	\$146.00	\$8,030.00
271	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Perpendicular Midblock (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00
272	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	2	EA	\$2,110.00	\$4,220.00
273	Traffic Control Markings				
	TOTAL Street #33 Cerro Vista St From Bayless Dr to Drake Ave	540	SF	\$7.50	\$4,050.00
	Street #34 Whitesburg Dr (Length 4,500' , Width 45') From Whitesport Dr to Drake Ave				\$139,355.00
274	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	2,250	TON	\$86.50	\$194,625.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.			All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.		
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
275	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	200	TON	\$58.00	\$11,600.00
276	Milling 0-2" Total Mill	27,000	SY	\$1.25	\$33,750.00
277	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	15	SY	\$166.00	\$2,490.00
278	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	15	LF	\$68.25	\$1,023.75
279	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	320	LF	\$68.25	\$21,840.00
280	D Loops	11	EA	\$1,004.00	\$11,044.00
281	Q Loops	4	EA	\$1,305.00	\$5,220.00
282	Solid Class 2 Traffic Stripe	3.330	MI	\$4,216.00	\$14,039.28



APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023	
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.		All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.			
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
283	Solid Temporary Traffic Stripe	6.660	MI	\$1,406.00	\$9,363.96
284	Broken Class 2 Traffic Stripe	3.400	MI	\$2,659.00	\$9,040.60
285	Broken Temporary Traffic Stripe	6.800	MI	\$1,406.00	\$9,560.80
286	Dotted Traffic Stripe	400	LF	\$3.00	\$1,200.00
287	Traffic Control Markings	2,000	SF	\$7.50	\$15,000.00
288	Traffic Control Legends	180	SF	\$7.50	\$1,350.00
289	Raised Traffic Markers	650	EA	\$7.50	\$4,875.00
290	Delineaters	5	EA	\$251.00	\$1,255.00
TOTAL Street #34 Whitesburg Dr From Whitesport Dr to Drake Ave		\$347,277.39			
Street #35 Merts Ln (Length 330', Width 26") From Speake Rd to Woodall Ln					

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.			All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.		
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
291	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	100	TON	\$86.50	\$8,650.00
292	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
293	Milling 0-2" Total Mill	1,200	SY	\$1.25	\$1,500.00
TOTAL Street #35 Merts Ln From Speake Rd to Woodall Ln		\$11,600.00			
Street #36 Fourth St (Length 575', Width 21') From Governors Dr to Clinton Ave					
294	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	145	TON	\$86.50	\$12,542.50
295	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
296	Milling 0-2" Total Mill	1,450	SY	\$1.25	\$1,812.50
TOTAL Street #36 Fourth St From Governors Dr to Clinton Ave		\$15,805.00			



	APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023
	Resurfacing of Residential Streets-2023, Phase 2				
	RFB NO. 31-2023-55				
	<i>Wiregrass Construction Company, Inc.</i>				
	UNIT BID SHEET				
	All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.			
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	Street #37 Grassfort Dr (Length 1,150'; Width 26') From Conger Rd to Pickett Dr				
297	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	300	TON	\$86.50	\$25,950.00
298	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
299	Milling 0-2" Total Mill	3,500	SY	\$1.25	\$4,375.00
300	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	30	SY	\$166.00	\$4,980.00
301	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	30	LF	\$68.25	\$2,047.50
302	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	40	LF	\$68.25	\$2,730.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edgelined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.			All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.		
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
303	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00
	TOTAL Street #37 Grassfort Dr From Conger Rd to Pickett Dr				\$45,752.50
Street #38 Seventeenth St (Length 600', Width 19') From Bob Wallace Ave to End of Street					
304	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	130	TON	\$86.50	\$11,245.00
305	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
306	Milling 0-2" Total Mill				
	TOTAL Street #38 Seventeenth St From Bob Wallace Ave to End of Street	1,500	SY	\$1.25	\$1,875.00
	Street #39 Speake Rd (Length 1,625', Width 26') From End of Street to Richardson Dr				\$14,570.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
307	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	400	TON	\$86.50	\$34,600.00
308	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
309	Milling 0-2" Total Mill	4,750	SY	\$1.25	\$5,937.50
310	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	400	SY	\$166.00	\$66,400.00
311	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	350	LF	\$68.25	\$23,887.50
TOTAL Street #39 Speake Rd From End of Street to Richardson Dr					\$132,275.00
Street #40 Appalachee Dr (Length 1,700', Width 21') From Garth Rd to Stonehurst Dr (Appalachee Intersects with Garth twice.)					
312	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	350	TON	\$86.50	\$30,275.00

	APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023
	Resurfacing of Residential Streets-2023, Phase 2				
	RFB NO. 31-2023-55				
	<u>Wiregrass Construction Company, Inc.</u>				
	UNIT BID SHEET				
	All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.			
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
313	Milling 0-2" Total Mill	4,000	SY	\$1.25	\$5,000.00
314	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	20	SY	\$166.00	\$3,320.00
315	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	10	LF	\$68.25	\$682.50
	TOTAL Street #40 Appalachee Dr From Garth Rd to Stonehurst Dr				\$39,277.50
	Street #41 Richardson Dr (Length 1,650', Width 26') From Woodall Ln to Brickell Rd				
316	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	440	TON	\$86.50	\$38,060.00
317	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
318	Milling 0-2" Total Mill	5,000	SY	\$1.25	\$6,250.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
319	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	300	SY	\$166.00	\$49,800.00
320	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	310	LF	\$68.25	\$21,157.50
	TOTAL Street #41 Richardson Dr From Woodall Ln to Brickell Rd				\$116,717.50
	Street #42 Dallas Ave (Length 1,550', Width 56') From Church St to Holmes Ave				
321	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	850	TON	\$86.50	\$73,525.00
322	Milling 0-2" Total Mill	10,000	SY	\$1.25	\$12,500.00
323	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	150	SY	\$166.00	\$24,900.00
324	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	205	LF	\$68.25	\$13,991.25

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
325	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	230	LF	\$68.25	\$15,697.50
326	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	4	EA	\$2,110.00	\$8,440.00
327	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736)	4	EA	\$2,110.00	\$8,440.00
328	Solid Class 2 Traffic Stripe	1.170	MI	\$4,216.00	\$4,932.72
329	Solid Temporary Traffic Stripe	2.400	MI	\$1,406.00	\$3,374.40
330	Broken Class 2 Traffic Stripe	0.580	MI	\$2,659.00	\$1,542.22
331	Broken Temporary Traffic Stripe	1.170	MI	\$1,406.00	\$1,645.02
332	Traffic Control Markings	1041	SF	\$7.50	\$7,807.50





APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
338	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	100	TON	\$58.00	\$5,800.00
339	Milling 0-2" Total Mill	9,000	SY	\$1.25	\$11,250.00
340	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	85	SY	\$166.00	\$14,110.00
341	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	60	LF	\$68.25	\$4,095.00
342	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	150	LF	\$68.25	\$10,237.50
343	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	65	SY	\$146.00	\$9,490.00
344	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00





APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	Street #45 Weymouth Ln (Length 1,600', Width 27') From Shellbrook Dr to Longleaf Dr				
354	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	420	TON	\$86.50	\$36,330.00
355	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	100	TON	\$58.00	\$5,800.00
356	Milling 0-2" Total Mill	5,000	SY	\$1.25	\$6,250.00
357	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	140	LF	\$68.25	\$9,555.00
358	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	60	LF	\$68.25	\$4,095.00
359	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	4	EA	\$2,110.00	\$8,440.00
	TOTAL Street #45 Weymouth Ln From Shellbrook Dr To Longleaf Dr				\$70,470.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.		All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.			
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
Street #46 Short Pike Rd (Length 4,100', Width 24') From Wall Triana Hwy to End of Street					
360	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	910	TON	\$86.50	\$78,715.00
361	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	100	TON	\$58.00	\$5,800.00
362	Milling 0-2" Total Mill	11,000	SY	\$1.25	\$13,750.00
363	Solid Class 2 Traffic Stripe	2,120	MI	\$4,216.00	\$8,937.92
364	Solid Temporary Traffic Stripe	4,240	MI	\$1,406.00	\$5,961.44
365	Broken Class 2 Traffic Stripe	0,190	MI	\$2,659.00	\$505.21
366	Broken Temporary Traffic Stripe	0,380	MI	\$1,406.00	\$534.28
367	Traffic Control Markings	120	SF	\$7.50	\$900.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023	
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edged lined and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.		All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.			
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
368	Traffic Control Legends	140	SF	\$7.50	\$1,050.00
369	Raised Traffic Markers	85	EA	\$7.50	\$637.50
	TOTAL Street #46 Short Pike Rd From Wall Triana Hwy to End of Street				\$116,791.35
	Street #47 Electronics Blvd (Length 5,830', Width 72') From James Record Rd to Wall Triana Hwy				
370	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	3,870	TON	\$86.50	\$334,755.00
371	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	35	TON	\$58.00	\$2,030.00
372	Milling 0-2" Total Mill	46,670	SY	\$1.25	\$58,337.50
373	Manhole Riser	1	EA	\$207.00	\$207.00
374	Q Loops	2	EA	\$1,305.00	\$2,610.00
375	Solid Class 2 Traffic Stripe	0.450	MI	\$4,216.00	\$1,897.20

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.		All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.			
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
376	Solid Temporary Traffic Stripe	0.900	MI	\$1,406.00	\$1,265.40
377	Broken Class 2 Traffic Stripe	2.200	MI	\$2,659.00	\$5,849.80
378	Broken Temporary Traffic Stripe	4.400	MI	\$1,406.00	\$6,186.40
379	Dotted Traffic Stripe	0.19	LF	\$3.00	\$0.57
380	Traffic Control Markings	442	SF	\$7.50	\$3,315.00
381	Traffic Control Legends	314	SF	\$7.50	\$2,355.00
382	Raised Traffic Markers	250	EA	\$7.50	\$1,875.00
TOTAL Street #47 Electronics Blvd From James Record Rd to Wall Triana Hwy					\$420,683.87
Street #48 River Bend Dr (Length 1,250', Width 26') From End of Street to Cul-De-Sac					
383	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	345	TON	\$86.50	\$29,842.50

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.		All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.			
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
384	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
385	Milling 0-2" Total Mill				
	TOTAL Street #48 River Bend Dr From End of Street to Cul-De-Sac	4,200	SY	\$1.25	\$5,250.00
	Street #49 Wintergreen Ct (Length 650', Width 26") From Old Monrovia Rd to Cul-De-Sac				\$36,542.50
386	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	205	TON	\$86.50	\$17,732.50
387	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
388	Milling 0-2" Total Mill	2,500	SY	\$1.25	\$3,125.00
389	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	45	SY	\$166.00	\$7,470.00



APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<i>Wiregrass Construction Company, Inc.</i>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
390	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	100	LF	\$68.25	\$6,825.00
391	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	150	LF	\$68.25	\$10,237.50
392	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00
TOTAL Street #49 Wintergreen Ct From Old Monrovia Rd to Cul-De-Sac					\$51,060.00
Street #50 Commercial Dr (Length 2,800', Width 36') From Retail Dr to Jordan Ln					
393	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	1,060	TON	\$86.50	\$91,690.00
394	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	100	TON	\$58.00	\$5,800.00
395	Milling 0-2" Total Mill	12,800	SY	\$1.25	\$16,000.00


APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
396	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	140	SY	\$166.00	\$23,240.00
397	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	200	LF	\$68.25	\$13,650.00
398	Solid Class 2 Traffic Stripe	0.075	MI	\$4,216.00	\$316.20
399	Solid Temporary Traffic Stripe	0.150	MI	\$1,406.00	\$210.90
400	Traffic Control Markings	125	SF	\$7.50	\$937.50
401	Traffic Control Legends	45	SF	\$7.50	\$337.50
402	Raised Traffic Markers	15	EA	\$7.50	\$112.50
TOTAL Street #50 Commercial Dr From Retail Dr to Jordan Ln					\$152,294.60
Street #51 Holmes Ave Access Rd NW (Length 711'; Width 24') From End to End (Section West of Fairway Dr)					



APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
<u>Wiregrass Construction Company, Inc.</u>					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.				All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.	
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
403	424A 1 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	200	TON	\$86.50	\$17,300.00
404	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$58.00	\$1,450.00
405	Milling 0-2" Total Mill	2,150	SY	\$1.25	\$2,687.50
406	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	135	SY	\$166.00	\$22,410.00
407	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	30	LF	\$68.25	\$2,047.50
408	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	110	LF	\$68.25	\$7,507.50
409	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,110.00	\$4,220.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES					2/15/2023
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.					All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	TOTAL Street #51 Holmes Ave Access Rd NW From End to End				\$57,622.50
TOTAL for ALL Streets					\$4,736,525.35
Additional Items					
410	No. 2 Crushed Stone	150	TON	\$69.00	\$10,350.00
411	Mobilization	1	LS	\$221,999.65	\$221,999.65
412	424A 1/2" Mix 4 Wearing Surface (Leveling) Layer in Place (15% RAP after cleaning and tacking)	500	TON	\$92.00	\$46,000.00
413	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	5	EA	\$2,110.00	\$10,550.00
414	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1A Parallel Corner (ALDOT Drawing SW-618 Index #735)	5	EA	\$2,110.00	\$10,550.00

	APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023
	Resurfacing of Residential Streets-2023, Phase 2				
	RFB NO. 31-2023-55				
	<i>Wiregrass Construction Company, Inc.</i>				
	UNIT BID SHEET				
	All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.	All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.			
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
415	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2 Parallel Midblock (ALDOT Drawing SW-618 Index #736	5	EA	\$2,110.00	\$10,550.00
416	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736	5	EA	\$2,110.00	\$10,550.00
417	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY2 Blended Corner (ALDOT Drawing SW-618 Index #735)	5	EA	\$2,110.00	\$10,550.00
418	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Perpendicular Midblock (ALDOT Drawing SW-618 Index #735)	5	EA	\$2,110.00	\$10,550.00
419	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	5	EA	\$2,110.00	\$10,550.00
420	Temporary Traffic Markings	500	SF	\$3.50	\$1,750.00

APPENDIX C SUPPLEMENT - SCHEDULE OF BID QUANTITIES				2/15/2023	
Resurfacing of Residential Streets-2023, Phase 2					
RFB NO. 31-2023-55					
Wiregrass Construction Company, Inc.					
UNIT BID SHEET					
All roads that are limestone will be edgeline and tie in milled. All roads with brown mix will be completely milled. All Concrete work will be considered complete when site is restored to like conditions. All asphalt will be considered complete when site is restored to like conditions.			All base failures will be dug out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determine at the time of construction by the onsite City inspector.		
ITEM	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
421	Temporary Traffic Legends	500	SF	\$3.50	\$1,750.00
422	Specialty Traffic Control Markings ALDOT Index #70301,70302,70308,70311 (COLOR)	50	SF	\$41.00	\$2,050.00
TOTAL Additional Items					\$357,749.65
TOTAL BASE BID					\$5,094,275.00
ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK.					
COMPANY Wiregrass Construction Company, Inc.					
SIGNATURE 					
DATE 3-7-2023					



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-093

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**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor and the Director of Finance to renew or update existing contracts or agreements with current banking institutions.

**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:**



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2737

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**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor and the Director of Finance to renew or update existing contracts or agreements with current banking institutions.

**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:**

**RESOLUTION NO. 23-\_\_\_\_\_**

**WHEREAS** the City Council of the City of Huntsville has cash and investments held in multiple financial institutions, including Regions and PNC; and

**WHEREAS** these banking institutions have provided banking deposit, treasury management, merchant services and other means and methods of financial savings, checking and investments for many years; and

**WHEREAS** due to the length of time the city has held deposits and investments at the banks, certain documents and paperwork requires modernizing and updating; and

**WHEREAS** these banks have requested certain documents be updated which reflects changes in signers/treasury management personnel and treasury management actions by the City, which are listed below and attached in the resolution.

Regions – Master Agreement for Treasury Management Services  
PNC – Master Resolution

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Huntsville, Alabama, does authorize the Mayor and Director of Finance to approve and sign the attached documents as well as other banking documents and paperwork relative to current financial institutions to conduct the financial business of the City of Huntsville, AL.

**ADOPTED** this the 23rd day of March, 2023.

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

**APPROVED** this the 23rd day of March, 2023.

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Mayor of the City of Huntsville, Alabama



**MASTER AGREEMENT FOR TREASURY MANAGEMENT SERVICES**  
(rev. 09/2022)

This Master Agreement for Treasury Management Services (“Master Agreement”) applies to and governs the use of Services provided by and/or through the Treasury Management Services department of Regions Bank. This Master Agreement supersedes and replaces all prior versions and editions of the Master Agreement for Treasury Management Services as of the effective date set forth above. By enrolling for the use of any Service, or by using or allowing any others to use any Service in relation to any of Customer’s Accounts, Customer accepts and agrees to the terms and conditions of Part 1 of this Master Agreement, which is applicable to all Services, as may be in effect from time to time. Customer also accepts and agrees to the terms and conditions of those Articles in Part 2 of this Master Agreement governing the specific Service(s) Customer has selected in the Customer Profile.

**PART 1: GENERAL TERMS AND CONDITIONS**

1. Definitions. The following definitions apply when the following terms are used in this Master Agreement:

“*Account*” means any deposit, loan, or other account maintained by Customer with Bank which is eligible for any Service and which is used or affected in connection with the use of any Service. Bank reserves the right to determine the eligibility and/or ineligibility of any account for any Service at any time and from time to time, in Bank’s sole and absolute discretion.

“*Authorized User*” means any person or entity authorized by Customer to use any Service or to access any Customer Account, or reasonably believed by Bank to have been authorized by Customer to use any Service or to access any Customer Account, including (without limitation) any person or entity to which Customer has provided or disclosed a Security Device or made available or disclosed any Security Procedures, or any person or entity knowing or in possession of a Security Device or Security Procedure without regard to whether such person or entity gained access to or possession of the Security Device or Security Procedure from Customer, and/or any person or entity expressly authorized to use any Service or access any Customer Account in any Customer Profile or Service Schedule. Any Authorized User shall continue to be an Authorized User unless and until Customer has notified Bank, according to notification procedures prescribed by Bank, that such person or entity is no longer an Authorized User and until Bank has had a reasonable opportunity to act upon such notice.

“*Bank*” means and refers to, as the context may require, Regions Bank or any affiliate of Regions Financial Corporation with which Customer has established one or more Accounts, and/or any agent, independent contractor, designee, or assignees that Bank may, in its sole discretion, involve in the provision of the Services. With regard to any arbitration and/or waiver of jury trial provisions set forth in this Master Agreement, such term additionally includes any parent, subsidiary, or affiliate of Regions Bank, and any employees, officers, directors, agents and/or representatives of Regions Bank or of Regions Bank’s parents, subsidiaries, or affiliates.

“*Confidential Information*” means any and all documents, materials, data and/or information, in whatever form or format (including, without limitation, electronic media), which relates to any Service (including, without limitation, the Service Materials and Bank’s product and service pricing structure, system design, and programming techniques), and any other information which Bank designates, orally or in writing, as confidential or proprietary information or which Customer has reason to know is confidential or proprietary information; provided, however, that notwithstanding the foregoing, Confidential Information shall not include information which is proprietary information of Customer, or which becomes generally available to the public other than as a result of a disclosure by or through Customer, or its agents, employees, representatives, contractors, subcontractors, successors or assigns, or which becomes available to Customer on a non-confidential basis from a source other than Bank, provided that such source is not bound by a confidentiality agreement with Bank or is not otherwise prohibited from transmitting the information by a contractual, legal or fiduciary obligation.

“*Customer*” means and refers to, as the context may require, each and every person or entity which now or hereafter is an Account holder with respect to, or has any interest in, any Account, and each and every person or entity which now or hereafter subscribes to or uses any of the Services.

“*Customer Profile*” means any enrollment or informational document or form required or approved by Bank that is completed, submitted, or executed by or on behalf of Customer and that requests Bank to provide any Services, provides specifications relating to the provision of Services, or provides other information or confirmation relating to Customer’s use of any Services, as amended from time to time.

“*General Terms*” means the provisions contained in “Part 1: General Terms and Conditions” of the Master Agreement.



“*Security Device*” means, without limitation, any code, password, personal identification number, user identification technology, biometric identification, token, certificate, access device, security questions, procedures, processes, or credentials or other element, means, or method of authentication or identification used in connection with a Security Procedure.

“*Security Procedure*” means any process or procedure established between Customer and Bank for the purpose of verifying that communications, orders, instructions, or inquiries regarding a Service transaction or other Service activity are those of Customer, and/or for the purpose of authenticating Customer or its Authorized Users in connection with Customer’s use of the Services, and/or for the purpose of authorizing transactions and other activity through the use of the Services, which process or procedure may or may not involve the use of a Security Device, as set forth in this Master Agreement, any applicable Customer Profile, Service Schedule, or User Guide.

“*Service*” means any feature, functionality, product, and/or service provided, managed, or administered by or through Bank’s Treasury Management Services department, as evidenced by and/or described in this Master Agreement, any Service Schedule, User Guide, or Customer Profile, including, as the context may require, any Mobile Service (as hereinafter defined and described). As used in any Article of Part 2 of this Master Agreement, unless the context indicates otherwise, “*Service*” means the particular service at issue in that Article.

“*Service Materials*” means, without limitation, any and all equipment, hardware, software, computer programs (together with the object and source codes therefore, and any updates, upgrades, fixes, and enhancements thereto), mobile applications, operational manuals, documentation, User Guides, instructions, records, files, systems, marks, visual expressions, screen formats, report formats, designs, inventions, processes, improvements and enhancements to inventions and processes, ideas, methods, algorithms, concepts, formulae, Security Devices, technological and procedural information, data, any of the foregoing specially customized, created or developed for Customer’s use of the Services, and/or any other thing of a proprietary nature which is developed, created, or provided by Bank or its contractors, as applicable, for use in connection with any Service, together with all adaptations or derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.

“*Service Schedule*” means and refers to any document, form or agreement required or approved by Bank which provides specifications relating to the provision of a Service, or provides other information or confirmation relating to Customer’s use of any Services, as may be amended, revised or updated from time to time. A Service Schedule may also describe any particular Service and set forth particular terms and conditions prescribed by Bank regarding the provision and use of such Service, as amended from time to time.

“*Third Party Service Provider*” means any third party engaged or contracted by Bank to provide or assist in the provision of certain Services or any features, functions, or elements thereof or products relating thereto.

“*User Guide*” means any instructional materials or information relating to the use of any Service and provided by Bank or its Third Party Service Provider(s) in connection with such Service, as amended from time to time.

“*Wireless Device*” means a compatible and supported mobile phone and/or other compatible and supported wireless device that may be used in connection with any Services described in this Agreement that are offered by Bank as Mobile Services (as hereinafter defined).

Other terms may be defined elsewhere in this Master Agreement.

2. Service Enrollment. In order to enroll for and use a Service, Customer must complete, execute and/or accept the applicable Customer Profile(s) and Service Schedule(s) required by Bank therefore. Bank, in its discretion, may not permit Customer to use the Service until Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Bank has had a reasonable opportunity to activate the Service. In any event, Customer agrees that the use by Customer or any Authorized User of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer’s acceptance of and agreement to Bank’s terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Master Agreement, any applicable Service Schedule or Customer Profile, or otherwise prescribed by Bank. The terms of any Customer Profile and/or Service Schedule, as well as the terms of any User Guide applicable to a Service, supplement the terms of this Master Agreement and constitute part of the agreement between Customer and Bank for the use and provision of the applicable Service(s), and Customer agrees to observe and comply with all of such terms in the use of any applicable Service. In the event of a conflict between the terms of this Master Agreement and those of any Customer Profile, Service Schedule, or User Guide, the terms of the Customer Profile, Service Schedule, or User Guide, as applicable, shall govern and control with respect to the Service at issue.

3. Equipment Requirements. Except as otherwise expressly provided in any applicable Article of Part 2 of this Master Agreement or any Service Schedule, Customer, at Customer’s expense, is responsible for obtaining and for properly installing, maintaining, and securing all telephone equipment and services, internet connection services, computer hardware and software (and any and all necessary upgrades thereto), Wireless Devices, wireless or mobile telecommunications services, and any other equipment necessary for Customer to access and use the Services. Customer agrees that Customer’s equipment and third party services shall at all times meet or exceed the minimum specifications prescribed by Bank from time to time for use of the Services. Bank makes no warranty, either express or implied, to Customer regarding Customer’s computer systems or related equipment or software, or that of any of Customer’s third party providers or contractors, including but not limited to, any warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. Unless otherwise expressly provided in separate written terms furnished by Bank or its contractor with respect to any particular Service Materials, to the extent that Bank provides any Service Materials to Customer, Customer agrees that:

- (a) Customer is granted a limited, non-transferable, non-exclusive, non-sublicensable, and non-assignable license to use Service Materials in connection with the Services, according to the terms of the Services, which license may be revoked by Bank or its contractor, as applicable, at any time and which license shall be deemed revoked upon the termination for any reason of the Service for which the Service Materials were provided;

- (b) the Service Materials shall be installed, tested, placed into production, and used in accordance with the instructions provided by Bank, as modified or amended from time to time;
- (c) all right, title and interest in and to any and all Service Materials shall be and remain the property of Bank or the third party provider of such Service Materials, as applicable, and no present or future intellectual property rights or licenses are offered, granted, or implied in the provision of any Service Materials to Customer, except as expressly provided in this Agreement;
- (d) unless otherwise expressly authorized in writing by Bank, Customer may not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, or create derivative works of any Service Materials;
- (e) Customer shall not create or recreate the source code for any Service Materials, or re-engineer, reverse engineer, reverse compile, decompile or disassemble any Service Materials;
- (f) Customer shall not refer to or use any Service Materials (i) to modify, adapt, translate or create derivative works based upon any Service or User Guide, or combine or merge any part of any Service or User Guide with or into any other software or documentation; or (ii) as part of any effort to develop a program having any functional attributes, visual expressions or other features similar to those of any Service or to compete with Bank or its Third Party Service Providers;
- (g) upon the revocation of Customer's license to use Service Materials, Customer shall return to Bank in good condition such Service Materials or destroy or delete such Service Materials, as directed by Bank; and
- (h) Customer shall pay Bank's costs, fees, and expenses for the replacement or reissuance of any lost or damaged Service Materials.

To the extent that Customer engages any third party contractor or service provider to facilitate Customer's use of any Services, Customer agrees that such party acts as Customer's agent in connection with this Master Agreement and agrees to ensure that such party observes, complies with, and does not breach any duty, term, condition, obligation, or responsibility on the part of Customer to be performed, observed or complied with pursuant to this Master Agreement. Customer further agrees that Bank shall not be responsible for, and shall have no duty to remedy or correct, any acts, omissions, breaches, defaults, or nonperformance on the part of any such third party with respect any services, products, equipment, or goods provided by such third party to Customer.

#### 4. Security Procedures for Service Activity.

(a) As to any Security Procedures agreed to by and between Customer and Bank with respect to any Service, Customer represents that Customer has carefully considered the circumstances of Customer's use of the Service and the transactions and activity that Customer will effect through the Service, and Customer acknowledges and agrees that the Security Procedures, including (without limitation) any Security Devices used in connection therewith, constitute commercially reasonable security procedures under applicable law for the transactions and activity Customer intends to effect through the Service. Customer authorizes Bank to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until Customer has notified Bank, according to notification procedures prescribed by Bank, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than Authorized Users and until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Customer's Account, and Customer agrees and intends that the submission of transaction orders and instructions using the Security Procedures shall be considered the same as Customer's written signature in authorizing Bank to execute such transaction. Customer acknowledges and agrees that Customer shall be bound by any and all transactions and activity effected through the Service through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Authorized Users, to the fullest extent allowed by law. Customer further acknowledges and agrees that the Security Procedures are not designed to detect error in the transmission or content of communications or instructions made through the Service and that Customer bears responsibility for detecting and preventing such error.

(b) Customer agrees to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to Authorized Users. Customer agrees to instruct each Authorized User not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Upon the request of Bank, or as provided in any applicable Article of Part 2 of this Master Agreement or any applicable Customer Profile or Service Schedule, Customer shall designate a security administrator to whom Bank may distribute Security Devices and with whom Bank may otherwise communicate regarding Security Procedures. Customer's system administrator shall have responsibility to distribute Security Devices to Customer's Authorized Users and to ensure the proper implementation and use of the Security Procedures by Customer's Authorized Users. Where Customer has the ability to change or modify a Security Device from time to time (e.g., a password or PIN), Customer agrees to change Security Devices frequently in order to ensure the security of the Security Device. Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if Customer believes that any Security Procedures or Security Device has been stolen, compromised, or otherwise become known to persons other than Authorized Users or if Customer believes that any Service transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, Bank may issue Customer a new Security Device or establish new Security Procedures as soon as reasonably practicable, but Bank shall not be liable to Customer or any third party for any delay in taking such actions.

(c) Customer agrees that Bank may rely upon any written signature if in good faith believed by Bank to be the genuine signature of an Authorized User. Each Authorized User is authorized to conduct any transaction within the scope of this Master Agreement and, unless otherwise expressly provided in any applicable Article of Part 2 of this Master Agreement or any applicable Customer Profile or Service Schedule,

any Authorized User may act alone. Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if the authority of any Authorized User shall change or be revoked. Customer shall recover and return to Bank any Security Devices in the possession of any Authorized User whose authority to have the Security Device has been revoked.

(d) Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in Bank's discretion. Bank will endeavor to give Customer reasonable notice of any change in Security Procedures; provided that Bank may make any change in Security Procedures without advance notice to Customer if Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Bank's systems and assets. Customer's implementation and use of any changed Security Procedures and/or continued use of the Service after any change in Security Procedures shall constitute Customer's agreement to the change and Customer's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

(e) In the event of the breach of any applicable Security Procedure, Customer agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Customer's systems, computer hardware and software, storage media and devices, and any other equipment or device that was used or may have been used in breach of the Security Procedure. Customer further agrees to provide to Bank with any analysis of such systems, computer hardware and software, storage media and devices, and other equipment or devices, or any report of such analysis, performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be deemed an admission by Customer that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Customer or who obtained information facilitating the breach of the Security Procedure from Customer and not from a source controlled by Bank.

(f) Bank reserves the right to establish from time to time, in its discretion, limitations and restrictions with respect to Service transaction amounts, frequency of Service transactions, the types of Accounts that are eligible for Services, and other matters relating to the Services based on factors deemed significant by Bank in its sole discretion. Customer agrees to abide by and be bound by all limitations and restrictions imposed from time to time by Bank, and Customer acknowledges and agrees that such limitations and restrictions are for the sole protection of the Bank. Bank will endeavor to provide Customer with reasonable notice of limitations and restrictions (except to the extent that the confidentiality thereof is necessary to maintain the security of Bank's systems); provided, that Bank may impose immediate limitations and restrictions, or make changes thereto, without advance notice to Customer if Bank, in its judgment and discretion, believes the same to be necessary or desirable to protect the security of Bank's systems and assets.

#### 5. Physical and Electronic Security.

(a) Customer is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data, systems, and equipment (including Wireless Devices) in Customer's possession or under Customer's control. Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online or mobile telecommunications system. Any material downloaded or otherwise obtained through the use of any electronic Service is obtained at Customer's own discretion and risk, and Bank is not responsible for any damage to Customer's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer's operating systems (including Wireless Devices), and for protecting, securing, and backing up any data and information stored in or on Customer's operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer's operating systems (including Wireless Devices).

(b) Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing"). Customer agrees to educate Customers Authorized Users, agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its Authorized Users, agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer should forward any suspected fraudulent or suspicious e-mail to [phishing@regions.com](mailto:phishing@regions.com) or as Bank otherwise may direct. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or internet fraud.

6. Data Recording. Customer agrees that Bank may (without any obligation) record, retain, and/or monitor any information, data, or communications (including, without limitation, telephone conversations) furnished, exchanged, or made in connection with this Master Agreement or any Services provided hereunder without further notice to any person. All such information, data, and communications recorded, retained, or monitored by Bank shall be and remain the property of Bank. Bank may, in its sole discretion, make such information, data or communications available to Customer upon Customer's written request therefor, and Customer agrees to pay Bank for any expenses Bank incurs in making such information, data or communications available to Customer or to any third party at Customer's request. Customer acknowledges that Customer is responsible for the maintenance and storage of Customer's own data and other information created through Customer's use of the Services.

7. Prohibited Transactions. Customer agrees to comply with all applicable laws and regulations in connection with Customer's use of the Services. Customer further agrees to be bound by operating rules and regulations imposed by any processing networks, funds transfer systems, or clearinghouses in which Bank participates and/or which process Service transactions. Customer agrees not to use or attempt to use any Service (a) to overdraw any Customer Account (unless and only to the extent that Customer has overdraft rights or privileges pursuant to an express written agreement with Bank), (b) to exceed any credit limit on any credit Account, (c) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (d) to breach any contract or agreement by which Customer is bound, or (e) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (f) to engage in any transaction or activity that is not specifically authorized and permitted by this Master Agreement or the applicable Service Schedule or Customer Profile. Customer acknowledges

and agrees that Bank has no obligation to monitor Customer's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Master Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Master Agreement.

8. Information Obtained Through Services. Any Account, transaction, or activity information that is provided to Customer through a Service will include a date and/or time as of when such information is current. Customer acknowledges that such information may not reflect transactions and activity in process and may, therefore, differ from Customer's own records. The number of records available through any Service, and the period of time during which such records may be available, will be determined by Bank from time to time in its discretion. Bank makes no representation or warranty as to the completeness, accuracy, reliability, or currency of any third party information or data that Customer obtains through the use of any Services. Customer agrees to promptly and regularly review Account, transaction, and activity information that is made available through applicable Services and to notify Bank immediately of any errors or suspected unauthorized transactions or activity, according to notification procedures prescribed by Bank. Customer agrees not to rely or act upon any data or information obtained through the Services that Customer knows, or has reason to know, is erroneous, incomplete, or not current.

9. Electronic Records and Signatures. Customer agrees and consents to enter into agreements and to accept Service terms, conditions, and information electronically, and otherwise to transact Service business with Bank electronically, as Bank directs or requires. Customer agrees that Customer's use of electronic sounds, symbols, or processes required by Bank to establish Customer's acceptance of or agreement to Service terms, conditions, and/or disclosures constitutes Customer's electronic signature and signifies Customer's intent to be bound. To the extent that any Service provides for the use and delivery of electronic records, Customer consents to the receipt of electronic records of Service information, documentation, and data in lieu of a hard or paper copy or version thereof. Customer agrees that Customer shall not alter any electronic information, data, or records furnished by Bank, and Customer agrees that Bank's record of any such information, data, or records is the best evidence of the information set forth therein. Bank reserves the right to furnish to Customer, and the right to require Customer to furnish to Bank, writings or paper copies of information, communications, data, or records relating to any Service, in lieu of and/or in addition to electronic records thereof, at any time in Bank's discretion.

10. Customer Information. Customer shall from time to time provide Bank with such financial and other information or documentation as Bank may request for the purpose of determining Customer's eligibility and/or qualifications for any Service, for the purpose of enabling Bank to provide or deliver the Services, or for the purpose of enabling Bank to comply with applicable laws and regulations (including, without limitation, such information as Bank may require relating to Authorized Users and such information or documentation as Bank may require with respect to Customer's corporate or organizational authorizations and resolutions). Customer agrees to provide any information promptly upon Bank's request therefor, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer and to request reports on Customer's financial condition and business affairs from third party reporting agencies from time to time as Bank deems desirable in its discretion. Customer further agrees to execute and deliver such additional documentation as Bank may from time to time require to confirm Customer's continuing eligibility for and agreement to the terms and conditions for the use of the Services. Customer agrees that Bank may disclose Customer information to third parties as Bank deems necessary or convenient in order to discharge Bank's duties and responsibilities in the delivery of the Services and in the execution of Service transactions and activity, and/or as necessary for Bank to comply with applicable law or regulation. Customer further agrees to permit Bank physical access to Customer's facilities from time to time upon Bank's request for the purpose of verifying any information provided by Customer in connection with the Services and/or for the purpose of verifying Customer's compliance with the terms and provisions of this Master Agreement or any applicable Service Schedule.

11. Fees and Charges. Customer agrees to pay all fees, charges, and assessments imposed by Bank for use of the Services, as set forth in the applicable Service Schedules or in Bank's fee schedules. Bank, in its discretion, may collect any fees, charges, assessments, taxes, and commissions due from Customer by debiting any Customer Account, by billing Customer, or by considering amounts due in any Account analysis performed by Bank with respect to Customer's Account(s). Customer acknowledges and agrees that any fees, charges, or assessments imposed in connection with the Services are in addition to any costs, fees, or expenses Customer may incur with respect to maintaining or using any Account with Bank, using or purchasing any services or products other than the Services, and/or establishing any capabilities necessary for the use of the Services (including, without limitation, telephone or internet access service and/or any required software, hardware, or equipment).

12. Checks and Other MICR Documents. Customer shall purchase all checks and other magnetic ink character recognition ("MICR") documents from vendors selected or approved by Bank. In the event that Customer selects its own vendor for checks or other MICR documents, subject to Bank's approval, Customer must submit sample documents to Bank for testing before any applicable Service involving such documents is rendered. Checks and other MICR documents must meet the standards and specifications required by Bank from time to time in its discretion. If Customer encodes any information on checks, deposits, or other items in magnetic ink, Customer warrants that the information encoded is accurate and correct. Customer agrees to defend, indemnify, and hold Bank harmless from and against any loss, claim, action, or expenses (including reasonable attorneys' fees) arising out of or relating to any and all Customer encoding errors. Without regard to whether Customer purchases MICR documents from a vendor selected by Customer or by Bank, whether the MICR items meet the Bank's specifications, or whether the Customer encodes its own items, the reject rate of the MICR documents shall not exceed the rate established from time to time by Bank in its discretion. If the reject rate of Customer's MICR documents exceeds Bank's established reject rate, Customer agrees that Bank may, at its option, terminate any applicable or affected Service or assess additional fees for rendering the Service.

13. No Obligation to Lend; Overdrafts. Customer acknowledges and agrees that nothing in this Master Agreement shall be deemed to constitute a credit facility of any kind or nature whatsoever in favor of Customer, or to create any right on the part of Customer to borrow funds from Bank, or to create any obligation on the part of Bank to lend funds to Customer. Bank, in Bank's sole and absolute discretion, and without any obligation to Customer whatsoever, may execute any Service transaction notwithstanding that the collected balance in Customer's Account is insufficient to fund the transaction. Without limiting any other rights, remedies, or recourse available to Bank, in the event that any Service transaction creates an overdraft in Customer's Account or causes Customer's collected balance to become negative, Customer shall promptly reimburse Bank in full, and shall pay to Bank any applicable fees and/or interest, upon Bank's demand. Notwithstanding any prior action or course of conduct on the part of Bank, Customer agrees that Bank's failure to execute any Service transaction that is presented against insufficient funds or that would cause Customer's Account to be overdrawn if executed shall not be construed as a wrongful dishonor of the transaction or a breach on the part of Bank. The provisions of this section are not intended to affect, annul, modify, or amend the express terms and conditions of any

applicable Article of Part 2 of this Master Agreement or any applicable Service Schedule or any separate written overdraft or credit agreement between Customer and Bank in respect of Customer's Account.

14. Representations and Warranties. Customer represents and warrants to Bank as follows:

- (a) The acceptance and performance of this Master Agreement, and any Customer Profile or Service Schedule, are within Customer's organizational power and have been duly authorized by all necessary organizational action.
- (b) The person who accepts this Master Agreement on behalf of Customer, and any person who accepts, completes, and/or executes any Customer Profile or any Service Schedule, has been duly authorized to do so, and this Master Agreement, together with any applicable Customer Profile or Service Schedule, constitutes the legal, valid, and binding obligation of Customer and is enforceable against Customer in accordance with its terms.
- (c) All information at any time provided by Customer to Bank in respect of Customer's business affairs and financial condition is accurate and complete and truthfully reflects the business and financial condition of Customer as of the period(s) covered by such information.
- (d) Any and all information and data at any time provided by Customer, or by Customer's Authorized Users, employees, agents, and/or representatives, to Bank in respect of Service transactions, activity, or inquiries initiated by or on behalf of Customer is accurate, complete, and without error, and Bank may rely thereon without verification in the performance of Bank's duties and responsibilities under this Master Agreement and in the execution of such transaction, activity, and inquiries.

15. Confidential Information. Customer acknowledges and agrees that Bank, or its Third Party Service Providers, as the case may be, has a proprietary and protectable interest in the Confidential Information and that the Confidential Information, including, without limitation, any related patent, copyright, trademark, service mark, trade secret, intellectual property or other ownership rights, is and shall remain the exclusive property of Bank, or its Third Party Service Providers, as applicable, even with respect to Confidential Information created by Bank or its Third Party Service Providers specifically for or on behalf of Customer. All Confidential Information provided to Customer in connection with any Service is provided on a strictly confidential or limited use basis. All copies of Confidential Information in Customer's possession shall remain the exclusive property of Bank or its Third Party Service Providers, as applicable, and shall be deemed to be on loan to Customer during the term of Customer's enrollment in the Service for which the Confidential Information was provided. Customer agrees (a) to keep all Confidential Information confidential and not to use or disclose any Confidential Information for any purpose other than the purpose for which such information was provided in connection with the Services; (b) to restrict access to Confidential Information to those persons who are actively and directly participating in the use of the Services and who need to know such information in order to use the Services on behalf of Customer; (c) to cause any and all persons or entities who have access to Confidential Information by or through Customer, including (without limitation) Customer's contractors and service providers, to observe and comply with the terms of Customer's confidentiality obligations; (d) not to copy or duplicate any Confidential Information except as expressly authorized in writing by Bank; (e) to treat any and all copies of, and notes, memoranda, analyses, compilations, abstracts, synopses, studies of other material produced from, the Confidential Information as Confidential Information; (f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any Confidential Information, or fail to preserve all copyright and other proprietary notices in any authorized copy of any Confidential Information made by Customer; (g) not to use Confidential Information in any way that is detrimental to Bank; and (h) upon the termination or cancellation of any Service for any reason, to promptly return to Bank all related Confidential Information. In the event Customer shall inadvertently receive from Bank any data or information pertaining to a customer of Bank other than Customer, Customer agrees to treat such data or information as Confidential Information, to promptly notify Bank of Customer's receipt thereof, and to promptly return such data or information to Bank in accordance with Bank's instructions. In the event of a breach by Customer of any of its obligations regarding the use and treatment of Confidential Information, Bank shall have, in addition to any other rights and remedies available at law or in equity, the right to obtain interim, interlocutory and permanent injunctive relief without the necessity of proving either actual damage or that any irreparable harm would or might result from a failure to obtain such injunctive relief, it being acknowledged and agreed by Customer that any such breach will cause irreparable harm to Bank and that monetary damages, alone, will not provide an adequate remedy (provided, that nothing shall preclude Bank from seeking and collecting monetary damages).

16. Standard of Care.

(a) Bank's responsibility to Customer under this Master Agreement, and in performing its duties and obligations with respect to any Service, is limited to the exercise of ordinary care and good faith. If Bank substantially complies with the terms, conditions, and provisions set forth in this Master Agreement and in the applicable Customer Profile(s) and Service Schedule(s), Bank shall be deemed to have exercised ordinary care and good faith. Customer agrees that clerical errors and mistakes do not constitute a failure to exercise ordinary care or to act in good faith. Bank makes no, and hereby disclaims any, representation or warranty that any Service will meet Customer's requirements or expectations or that any Service will be uninterrupted, timely, secure, or error-free. Bank further disclaims any representation or warranty that any errors in technology will be corrected. To the fullest extent permitted by law, and except as otherwise expressly provided by the terms of this Master Agreement or any applicable Customer Profile or Service Schedule (and only to the extent so provided), Customer agrees that Customer assumes and bears all risk as to unauthorized transactions, activity, and inquiries effected through the Service(s), and Customer agrees that Bank shall have no liability to Customer whatsoever for any unauthorized transaction, activity, or inquiry effected through any Service.

(b) Customer agrees that Customer's use of the Services is at Customer's sole risk, and that the Services are provided on an "AS IS" and "AS AVAILABLE" basis. Customer further agrees and acknowledges that Bank may from time to time temporarily suspend or interrupt the operation of any Service, without notice or liability to Customer, for maintenance or for any other operational or business needs as determined by Bank. Bank expressly disclaims all warranties of any kind relating to the Services and/or to the Service Equipment, and/or to any equipment or third party services obtained by Customer, whether express or implied, including (without limitation) the implied warranties of MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, and noninfringement, and any implied warranties arising from course of dealing or course of performance. Customer acknowledges and agrees that no advice, statement, or information, whether oral or written, obtained



by Customer from Bank or its representatives, or through or from Customer's use of any Service shall create any warranty, representation, promise, or agreement on the part of Bank not expressly stated in this Master Agreement or in any applicable Customer Profile or Service Schedule.

(c) Bank shall not be responsible for any nonperformance or delay in performance of any of Bank's obligations, responsibilities, and/or covenants hereunder, whether expressed or implied, nor shall Bank be liable to Customer for any losses, costs, expenses, liabilities, claims or damages whatsoever, if at any time, or from time to time, performance thereof shall be prevented or hindered by, or be in conflict with, or such losses, costs, expenses, liabilities, claims or damages result in whole or in part from, (i) any federal or state law, regulation or rule, or the order of any court of competent jurisdiction; (ii) any processing network, funds transfer system, or clearinghouse operating rule or regulation; (iii) any Act of God, war, epidemic, strike, lockout, riot, weather conditions, equipment or computer failure or malfunction, material shortage, electrical power disruption or shortage, or communication, telephone or internet failure or malfunction; (iv) stoppages of the U.S. Postal Service and/or commercial carriers, or acts, omissions, or errors of any carrier and/or agent operating between Customer and Bank and/or any other party participating in transactions or activity contemplated by this Master Agreement; (v) any incorrect, unauthorized, or fraudulent use or other fraud by any person other than Bank's employees; or (vi) without limiting the generality of the foregoing, any other cause or circumstance beyond Bank's reasonable control or other conditions or circumstances not wholly controlled by Bank.

(d) To the fullest extent permitted by law, and except as otherwise expressly provided by the terms of this Master Agreement or any applicable Customer Profile or Service Schedule (and only to the extent so provided), Customer agrees that in no event shall Bank be liable to Customer in connection with any matter contemplated by or within the scope of this Master Agreement, or in performing or failing to perform, or in erroneously performing, any transactions or activity contemplated by or within the scope of this Master Agreement, for any incidental, special, indirect, punitive, exemplary, or consequential damages of any kind, including (without limitation) lost profits or attorneys' fees, regardless of whether Bank was advised, had reason to know, or in fact knew of the possibility thereof, or for any other damages whatsoever, regardless of the form of action, whether in contract, warranty, tort (including, without limitation, negligence), strict liability, or otherwise. Bank's liability to Customer under this Master Agreement shall be limited to correcting errors resulting from Bank's failure to exercise ordinary care or to act in good faith.

17. Service Availability. Customer acknowledges and agrees that the performance and completion of Service transactions are subject to Bank's business days and hours of operation, Bank's published policies and procedures, the hours of operation of departments within Bank performing Service transactions, applicable law, the provisions of this Master Agreement and any Customer Profile or Service Schedule, and the provisions of other Bank customer agreements governing specific transactions to be performed pursuant to the Services, and Customer agrees that Bank shall not be liable for any delay in the processing or settlement of Service transactions resulting from the foregoing. Customer further acknowledges and agrees that Bank and/or its Third Party Service Provider, each in its sole and absolute discretion, reserve the right to refuse to process any Service transaction without liability to Customer. Customer acknowledges and agrees that Bank or its Third Party Service Provider may from time to time communicate directly with any party to Customer's Service transactions (including, without limitation, payees of payment transactions executed through a Service) in order to perform and deliver the Services and to process and execute Service transactions.

18. Termination.

(a) (i) Subject to the terms of Section 18(a)(ii) below, Customer may terminate Customer's enrollment in and use of any Service at any time upon written notice to Bank, as provided in this Master Agreement or in the applicable Service Schedule. Customer agrees that Bank shall have a reasonable opportunity to act upon any termination notice submitted by Customer. Upon Customer's termination of any Service, Bank reserves the right to complete or cancel, in Bank's sole and absolute discretion, any pending Service transactions, activity, or inquiries.

(ii) In the event any Service constitutes an operational service that is provided in connection with any deposit account Customer maintains with Bank, and to the extent necessary to qualify the related deposit account as an operational deposit for purposes of liquidity coverage laws or regulations to which Bank is subject, Customer may not terminate Customer's enrollment in and use of such Service without first giving Bank written notice of termination (x) at least 30 calendar days in advance of the effective date of such termination or (y) according to the applicable notice interval provided in Service Schedule governing such Service (if any), whichever of (x) or (y) shall result in greater advance notice to Bank. For purposes of this Section 18(a)(ii), the terms "operational deposit" and "operational service" shall have the meanings respectively ascribed to them by 12 CFR Part 249, as amended or as replaced by any successor law, regulation, or rule binding on Bank.

(b) Bank may terminate Customer's enrollment in and use of any Service at any time upon at least thirty (30) days' prior written notice to Customer; provided, that Bank may terminate or suspend Customer's use of any Service (including, without limitation, any pending transactions, activity, or inquiries) immediately and without prior notice to Customer in the event that:

- (i) Customer shall breach or default in the due observance or performance of any obligation, covenant, condition or agreement on the part of Customer to be observed or performed pursuant to the terms of this Master Agreement or with respect to any Service;
- (ii) Customer shall breach or default in the due observance or performance of any obligation, covenant, condition or agreement on the part of Customer to be observed or performed pursuant to the terms of any other agreement or contract by and between Customer and Bank;
- (iii) any representation or warranty made by Customer shall prove to be false or misleading in any material respect as of the time made, or any report, data, information, certificate, financial statement or other instrument furnished by Customer in connection with this Master Agreement or any Service shall prove to be false or misleading in any material respect as of the time furnished;
- (iv) Customer or any person or entity which has guaranteed the payment and performance of Customer's obligations under this Master Agreement or with respect to any Service (together with Customer, the "Obligors") shall (A) apply for or consent to the appointment of a receiver, trustee, liquidator or other custodian for Obligor or any of Obligors properties or assets,

(B) fail or admit in writing Obligor's inability to pay its debts generally as they become due, (C) make a general assignment for the benefit of creditors, (D) suffer or permit an order for relief to be entered against Obligor in any proceeding under the federal Bankruptcy Code, or (E) file a voluntary petition in bankruptcy, or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against Obligor in any proceeding under any such law or statute, or if partnership action shall be taken by any Obligor for the purpose of effecting any of the foregoing;

- (v) a petition shall be filed, without the application, approval or consent of Obligor in any court of competent jurisdiction, seeking bankruptcy, reorganization, rearrangement, dissolution or liquidation of Obligor or of all or a substantial part of the properties or assets of Obligor, or seeking any other relief under any law or statute against Obligor, or the appointment of a receiver, trustee, liquidator or other custodian of such Obligor or of all or a substantial part of the properties or assets of such Obligor, and such petition shall not have been stayed or dismissed within sixty (60) days after the filing thereof;
- (vi) any Obligor shall die, if an individual, be dissolved or liquidated, if an entity, or cease to be solvent or suspend or discontinue business in the ordinary course;
- (vii) any writ of execution, attachment or garnishment shall be issued against a substantial portion of the assets of any Obligor and such writ of execution, attachment or garnishment shall not be dismissed, discharged or quashed within thirty (30) days of issuance;
- (viii) any final judgment for the payment of money in excess of \$50,000 shall be rendered against any Obligor and the same shall remain undischarged for a period of thirty (30) days during which execution shall not be effectively stayed;
- (ix) any guarantor of Customer's obligations shall default in the due observance or performance of any covenant, condition or agreement on such guarantor's part to be observed or performed under such guarantor's guaranty agreement or shall terminate or attempt to terminate such guarantor's guaranty agreement; or
- (x) in Bank's discretion and judgment (A) there has been an adverse change in Customer's financial condition or business or (B) Customer may not have sufficient available funds in its Account on any settlement date in connection with a Service which requires funds to be available, or (C) Bank deems itself or its assets insecure or at unreasonable exposure or risk with respect to any Service transaction, activity, or inquiry.

(c) No termination of any Service for any reason shall relieve Customer of any liability for Customer's obligations which have accrued prior to the effective time of termination or for Customer's obligations and duties hereunder which by their nature or by express provision are intended to survive termination. Following any termination of a Service, Customer shall pay or perform any and all related outstanding obligations, and return to Bank any and all related Service Materials and Confidential Information, promptly upon Bank's demand. No termination or suspension of any Service by Bank, and no failure on the part of Bank to demand payment or performance of any outstanding obligations, shall limit Bank's right to pursue any recourse and remedies available to Bank in the event of breach by Customer of any terms, provisions, or conditions of this Master Agreement.

19. Indemnification. Except for those losses caused directly by Bank's gross negligence or intentional acts, Customer agrees to indemnify, defend, and hold Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) arising from or related in any way to (a) any Service transaction or activity performed in compliance with Customer's instructions or directions, (b) Bank's action or inaction in reliance upon any instructions or information received from any Authorized User or any other person reasonably believed by Bank to be an authorized representative of Customer, (c) any Service transaction, inquiry, or activity initiated using Security Procedures, whether or not the person initiating such transaction, inquiry, or activity is an Authorized User or other authorized representative of Customer, (d) breach by Customer or any of Customer's agents, representatives, employees, service providers, or contractors of any of Customer's covenants, agreements, responsibilities, representations or warranties under this Master Agreement, and/or (e) breach or violation by Customer or any of Customer's agents, representatives, employees, service providers, or contractors of applicable laws, rules or regulations. Without limiting or diminishing any other obligations of Customer to Bank described in this section, Customer also agrees to fully cooperate with and assist Bank in any efforts on the part of Bank to recover from any third party or parties any losses incurred by Bank as a result of the execution of any Service transaction or activity.

20. Notices and Communications.

(a) Subject to the following provisions of this section, all notices, demands, requests, or other communications which may be or are required to be given, served, or sent pursuant to this Master Agreement or with respect to any Service shall be in writing and shall be delivered by personal or hand delivery, facsimile transmission, nationally recognized express overnight delivery service (with charges therefor prepaid), or certified or registered mail, return receipt requested (with postage therefor prepaid). Notices shall be deemed received upon receipt, if hand or personally delivered, the next business day after the notice has been transmitted by facsimile or deposited with a nationally recognized express overnight delivery service, or the third business day after the notice has been deposited with the United States Postal Service. Bank may transmit notices to such physical address, mailing address, or facsimile number which Bank reasonably believes to be correct contact information for Customer based upon any Customer records on file with Bank. Customer shall transmit notices to the Bank as follows:

Regions Bank  
Commercial Client Services  
250 Riverchase Parkway East  
Birmingham, Alabama 35244

(b) Customer agrees that Bank may send notifications to Customer hereunder and/or with respect to any Service (including, without limitation, change of terms notices and any information, disclosures, and/or notices relating to the Services) in electronic form, either by posting such information, disclosures, and notices at Bank's website at Regions.com or by transmitting them, or notice of the availability thereof at Bank's website, to any e-mail address that Customer has provided in connection with Customer's use of the Services. Customer shall be deemed to have received electronic notices or disclosures three (3) days after Bank posts them at Bank's website or transmits them, or notice of the availability thereof at the applicable website, to Customer's e-mail address, as applicable, whether or not Customer has retrieved them by that time. Customer agrees to frequently and regularly retrieve Customer's e-mail and review posted messages and information at Bank's website to ensure that Customer is aware of current terms, conditions, and information relating to the Services. Bank reserves the right at any time, in Bank's discretion, to mail to Customer's address that appears in Bank's records, or otherwise transmit to Customer pursuant to any other method to which Customer has agreed in connection with its Account, paper copies of any information, disclosures and/or notices relating to the Services in lieu of or in addition to electronic versions thereof.

(c) Except as otherwise expressly provided in any applicable Article of Part 2 of this Master Agreement or any applicable Customer Profile or Service Schedule, Customer agrees that Bank may transmit confidential information, including (without limitation) Security Devices, to the current mailing address shown in Bank's records for any of Customer's Accounts, or to the e-mail address Customer has provided in connection with Customer's use of the applicable Service, whether or not that address includes a designation for delivery to the attention of any particular individual. Customer further agrees that Bank shall not be responsible or liable to Customer in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at Customer's place of business.

(d) Customer agrees to keep its mailing address(es) and any applicable e-mail address(es) current and updated with Bank at all times. In the event of notices sent to Customer via e-mail, Customer agrees that Bank is under no obligation to re-send, re-transmit, or otherwise deliver to Customer any Service notifications or information that Bank has transmitted to Customer's e-mail address and that has been returned "undeliverable" or otherwise rejected for delivery.

(e) In the event that Customer believes that any Security Procedures or Security Device has been stolen, compromised, or otherwise become known to persons other than Authorized Users, or if Customer has revoked or limited the authority of any Authorized User, or if Customer believes that any Service transaction or activity is unauthorized or in error, Customer shall notify Bank immediately by calling 1-800-787-3905.

(f) With respect to Service communications exchanged between Bank and Customer via e-mail or other electronic messaging, Customer (i) agrees that Bank has no obligation to monitor or investigate the use of Customer's computer system or the source of any communication received from Customer bearing Customer's e-mail address or other information that identifies the sender as Customer, (ii) releases Bank from any claim or liability arising from or in connection with any communications sent or received using e-mail or other electronic messaging, and (iii) agrees to indemnify and hold harmless Bank from all claims, losses, expenses or liability arising in any way out of or connected in any way with the use of e-mail or other electronic messaging for the communication of Service information between Bank and Customer. Customer acknowledges and agrees that no provision of this Master Agreement relating generally to communications between Bank and Customer via e-mail or other electronic messaging shall displace or modify any specific requirement set forth in this Master Agreement, in any Customer Profile or Service Schedule, or in any other agreement or term between Customer and Bank that Customer communicate in writing (and not electronically) or in any particular mode or fashion to Bank, and Customer agrees to observe and comply in any event with any such requirement in all applicable instances.

(g) The general provisions of this section are subject and subordinate to any specific provisions for the giving of notice under particular circumstances or conditions as set forth elsewhere in this Master Agreement or in any applicable Customer Profile or Service Schedule.

## 21. Entire Agreement; Services Provided by Third Parties.

(a) Bank and Customer agree that the terms, conditions, and provisions of all applicable Customer Profiles, Service Schedules, and User Guides, all as may be amended from time to time, are incorporated into this Master Agreement and made a part hereof by reference. This Master Agreement, together with applicable Customer Profiles, Service Schedules, and User Guides, as amended, constitutes the current, sole and entire agreement between Customer and Bank with respect to the Services. This Master Agreement supplements, but does not replace, other agreements, terms and conditions governing Customer's Accounts and/or any other services used by Customer in relation to Customer's Accounts (including, without limitation, the deposit agreement governing Customer's Accounts). Such other agreements, terms and conditions remain in full force and effect, and Bank may apply the provisions thereof to Customer's use of the Services, as the context may require; provided, however, that in the event of a conflict between the terms of this Master Agreement and those of any other agreement, the express terms of this Master Agreement, or the terms of any Customer Profile, Service Schedule or User Guide, as applicable, shall control with respect to the Services.

(b) Customer acknowledges and agrees that Bank, in its sole and absolute discretion, may arrange for Third Party Service Providers to provide certain Services, or elements, functions, or features thereof or products relating thereto, to Customer and that Customer may be required to enter into contracts directly with Third Party Service Providers in order to obtain such Services ("Third Party Service Agreements"). Customer acknowledges that Bank is not a party to any Third Party Service Agreement, except to the extent that Bank otherwise expressly agrees in writing, and Customer agrees that Bank assumes no responsibility for, and shall have no liability to Customer for, the performance, nonperformance, or negligent performance of any obligations under any Third Party Service Agreement. Customer agrees to look solely to the Third Party Service Provider, and not to Bank, for the performance of any applicable Third Party Service Agreement, for the enforcement of any rights or remedies thereunder, and for the delivery of the Service contemplated thereby. No breach or default by any Third Party Service Provider under any Third Party Service Agreement shall in any way relieve Customer of Customer's obligations to Bank under this Master Agreement or allow Customer to withhold the performance thereof. Customer further agrees to indemnify, defend, and hold harmless Bank from and against any and all liability, losses, or claims arising out of or in any way related to any breach or default on the part of Customer with respect to any Third Party Service Agreement. In the event of a conflict between the terms of this Master Agreement and those of any Third Party Service Agreement,



the terms of the Third Party Service Agreement shall control with regard to the relationship between Customer and the Third Party Service Provider and the Third Party Service Provider's provision of the Service contemplated thereby. The provisions of this subsection are not intended to limit or affect any other terms, provisions, or conditions of this Master Agreement relating to Customer's dealings or relationships with third parties in the course of using the Services contemplated by this Master Agreement.

(c) Any third-party servicer or vendor used by Customer in connection with the Services ("Vendor") is agent of Customer and not of Bank, and Customer will be liable and solely responsible for: (a) any Vendor's failure to comply with this Master Agreement or any Security Procedures or operating requirements relating to the Services; (b) all fees, costs and expenses owed to each Vendor for its services; and (c) any losses, costs and expenses incurred as a result of any Vendor's failure to perform, or delay or error in performing, its services. If Customer uses a Vendor, Customer shall be deemed to have authorized Bank to follow the instructions of such Vendor to the same extent and under the same conditions as would apply if the instructions came direct from Customer.

## 22. Amendments.

(a) Bank shall have the right to modify, amend, change, or supplement the terms of this Master Agreement, any Customer Profile, and/or any Service Schedule (including any separate sections thereof), and/or the fees, charges, and other terms and conditions applicable to the Services, at any time and from time to time in Bank's discretion upon written or electronic notice to Customer, including (without limitation) by posting notice in Bank's manned offices where deposits are received, by including notice with or on Customer's account statement, or by posting notice on Bank's official web site at <http://www.regions.com> or any subsequent official Bank web site. Customer agrees that a summary of any change in terms is sufficient notice. Any changes made by Bank shall be effective as of the time Bank determines, as provided in Bank's notice. Customer agrees that Bank may from time to time in its discretion add to, modify, and/or delete administrative and operational features and elements applicable to the use of the Services (including, without limitation, User Guides) and/or make any changes that are in Customer's favor without notice to Customer. If Customer does not agree to any change or amendment, Customer must discontinue its use of the Services. By using any Service after any such change or amendment, Customer agrees to that change or amendment.

(b) Customer may in no way alter, modify, amend, or supplement this Master Agreement, or any Customer Profile, Service Schedule, or other document or agreement constituting a part of this Master Agreement, without Bank's express written agreement and consent in each instance. Customer acknowledges and agrees that no practice or course of dealing between Customer and Bank, nor any oral representations or communications by Customer and/or any of Bank's agents, employees or representatives, which vary the terms and conditions of this Master Agreement, or any applicable Customer Profile or Service Schedule, shall constitute a modification or amendment of the terms and conditions thereof. Notwithstanding the foregoing, Customer may from time to time request Bank to change, add, or delete certain specifications, terms, set-up instructions, or features of Services used by Customer by telephoning Bank, by electronic communication, or by other means of communication. Bank may make such changes, additions, or deletions in Bank's sole and absolute discretion without further action on the part of Customer and without execution of any additional documentation by and/or between Customer and Bank, and Customer agrees that Customer shall be bound by any such changes, additions, or deletions made by Bank in reliance upon the instructions given by any Authorized User or any other person reasonably believed by Bank to be an authorized representative of Customer.

23. Remedies; Waiver. The rights, remedies, and recourse afforded to Bank with respect to the enforcement of this Master Agreement, whether arising in law or in equity, are cumulative and concurrent and may be exercised by Bank in such order and in such manner as Bank may determine in Bank's sole and absolute discretion. No delay or omission by Bank in exercising any right or remedy under this Master Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by Bank. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. Where this Master Agreement or applicable law permits Bank to take action, or not to take action, in Bank's discretion on any matter, any action or inaction on Bank's part with respect to such matter shall not obligate Bank to repeat such action or inaction with respect to similar matters that may subsequently arise. Except as otherwise required by the express terms and provisions of this Master Agreement, or any applicable Customer Profile or Service Schedule, no notice to or demand on Customer in any case shall entitle Customer to any other or further notice or demand in similar or other circumstances.

24. Assignment; Successors and Assigns. Customer may not assign or transfer this Master Agreement, or any of Customer's rights hereunder, in whole or in part, whether voluntarily, involuntarily or by operation of law or otherwise, including (without limitation) by merger, consolidation, dissolution, sale of a controlling interest or otherwise, without Bank's prior written acknowledgement and consent, which may be granted or withheld in Bank's absolute discretion. Any such assignment without Bank's prior written acknowledgement and consent shall be void and of no force or effect; provided, that Bank shall have the right, at its option and discretion, to enforce any of Customer's liabilities, duties, and obligations hereunder against any purported assignee of Customer. Bank may assign this Master Agreement and/or any or all of Bank's rights hereunder, or delegate any or all of Bank's responsibilities or duties hereunder, to any third party or parties in Bank's discretion and without notice to Customer. Subject to the foregoing, this Master Agreement shall be binding on the parties hereto and their respective successors and assigns.

25. ARBITRATION AND WAIVER OF JURY TRIAL. Except as otherwise expressly provided in this section, and subject to the dispute resolution requirements of any applicable funds transfer system or network or clearinghouse, Customer and Bank agree that either party may elect to resolve by binding arbitration any controversy, claim, counterclaim, dispute, or disagreement between Customer and Bank (a "Claim") that arises from or relates to (a) the interpretation, execution, performance, administration, amendment, or modification of this Master Agreement; (b) any Account or any Service transaction, activity, or inquiry; (c) any charge or cost incurred pursuant to this Master Agreement; (d) the collection of any amounts due with respect to this Master Agreement or any Account; (e) any alleged contract or tort arising out of or relating in any way to this Master Agreement, any Account, any Service transaction, activity or inquiry, any advertisement or solicitation, or Customer's business, interaction or relationship with Bank; (f) any breach of any term, provision, representation, or warranty set forth of this Master Agreement; (g) any statements or representations made with respect to this Master Agreement, any Account, any Service transaction, activity or inquiry, any advertisement or solicitation, or Customer's business, interaction or relationship with Bank; or (h) any of the foregoing arising out of or in connection with, or relating to, any agreement, instrument, or document which relates to this Master Agreement, any Account, any Service transaction, activity or inquiry, or Customer's business, interaction or relationship with Bank (including, without limitation, any Customer Profile,

Service Schedule, or User Guide). If either party elects to arbitrate, the Claim shall be settled by binding arbitration under the Federal Arbitration Act (“FAA”). This agreement to arbitrate shall include any Claim involving Bank’s officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, affiliates, successors, assigns, any third party that assigned any agreements to Bank, and any of the respective employees, officers, agents or directors of such affiliates or third parties, and any such Claim against any of those parties may be joined or consolidated with any related Claim against Bank in a single arbitration proceeding. In addition, if Bank becomes a party in any lawsuit involving Customer and any third party(ies), whether through intervention by Bank or by motion made by Customer or any third party(ies), Bank may elect to have all claims in that lawsuit between Customer and such third party(ies) resolved by binding arbitration under this agreement.

The arbitration shall be administered by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules (the “Arbitration Rules”) in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and this Master Agreement, this Master Agreement shall control. Each party shall be responsible for its own costs, fees, and expenses incurred in connection with an arbitration proceeding; provided, that any prevailing party may seek the recovery of, and the arbitrator(s) may award or apportion, costs, fees, and/or expenses, as provided under the terms of this Master Agreement or the Arbitration Rules, or as required by applicable law.

The arbitration of any Claim of \$100,000 or greater shall be conducted by a panel of three arbitrators. The arbitration of any Claim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA’s panel of arbitrators by mutual agreement between Customer and Bank. If the parties cannot agree on the arbitrator(s), the AAA shall appoint the arbitrator(s). Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of a class of similarly situated persons, or brought as private attorney general or on another similar representative basis. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in the arbitration. Any in-person arbitration hearing shall be held in the federal judicial district embracing Birmingham, Alabama. Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the scope or validity of this agreement to arbitrate disputes or of this entire Master Agreement, shall be decided by the arbitrator(s). The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law. The findings, reasoning, decision, and award of the arbitrator(s) shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to this Master Agreement. Judgment on the arbitration award may be entered in any court having jurisdiction.

In the event that the arbitration results in an award which imposes an injunction on you or on us, or contains a monetary award in excess of two hundred fifty thousand dollars (\$250,000.00), the award shall be reviewable on appeal initiated within 30 days of the award by a panel of three new arbitrators selected to hear the appeal under the procedure for appointment from the national roster as provided by Commercial Arbitration Rule 11. Such review shall apply the substantive and procedural standards normally applying to an appeal of a judgment from a trial court of competent jurisdiction. However, if the award does not impose an injunction on you or on us or contain a money award in excess of two hundred fifty thousand dollars (\$250,000.00), then the award shall not be appealable and shall only be subject to such challenges as would otherwise be permissible under the FAA.

This agreement to arbitrate does not limit the right of Customer or Bank, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off, repossession, trustee’s sales and the like. This agreement to arbitrate does not limit the right of Customer or Bank, whether before or during the pendency of any arbitration proceeding to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by Customer or Bank. The taking by either Customer or Bank of any of self-help remedies or by filing any action in court, including, but not limited to, the actions described in the preceding sentence, shall not be deemed to be a waiver of the right to elect binding arbitration of any Claim upon the filing of a counterclaim or the like by either Customer or Bank in response to any such action. Customer and Bank specifically acknowledge and agree that this Master Agreement evidences a “transaction involving commerce” under the FAA, and hereby waive and relinquish any right to claim otherwise.

If any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision; provided, that if Customer or Bank seeks to bring a joined, consolidated, or class action for arbitration, and if the foregoing prohibition against the arbitration of joined, consolidated or class actions is held by an authority of competent jurisdiction to be invalid or unenforceable, the arbitration agreement between Customer and Bank shall be deemed inapplicable to such joined, consolidated or class action, to the effect that any permitted and lawful joined, consolidated or class action shall be adjudicated in accordance with the provisions of applicable law and shall not be resolved through arbitration (provided further, that the jury trial waiver shall, in any event, remain in full force and effect to the fullest extent permitted by law). This agreement to arbitrate disputes and waiver of jury trial shall survive the termination of this Master Agreement or any Service for any reason.

**WHETHER ANY CONTROVERSY IS ARBITRATED OR SETTLED BY A COURT, CUSTOMER AND BANK VOLUNTARILY, KNOWINGLY, AND INTENTIONALLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH CONTROVERSY TO THE FULLEST EXTENT ALLOWED BY LAW. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL WITH REGARD TO THE WAIVER OF THE RIGHT TO JURY TRIAL.**

26. Governing Law; Venue. This Master Agreement, and the rights, remedies, obligations, and liabilities arising hereunder, shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of laws principles, and, where applicable, the laws of the United States. Any action at law, suit in equity, or other proceeding (including, without limitation, arbitration proceedings) for the enforcement of this Master Agreement or any provision hereof, or for the adjudication of any dispute of controversy relating to or arising out of any relationship or transaction between the parties, shall take place, at the option of Bank (whether or not such proceeding is initiated by Bank), in the State of Alabama, in Jefferson County, in the City of Birmingham. Customer hereby consents to the personal jurisdiction of the state and federal courts in Jefferson County, Alabama, in any dispute or contest arising from or relating to this Master Agreement or any relationship or transaction between Customer and Bank, and Customer waives any right to dismiss or transfer any action or adversarial proceeding or hearing commenced in or transferred to Birmingham, Jefferson County, Alabama, because of the inconvenience of the forum or venue. In the event of any judicial or other adversarial proceeding between the parties relating to or concerning this Agreement, Bank shall be entitled to recover its reasonable attorneys’ fees and other costs in addition to any other relief to which it may be entitled in the event that it is the prevailing party.

27. Survival. Customer's obligations and liabilities under or relating to this Master Agreement shall survive the termination of this Master Agreement and/or the termination of any applicable Service for any reason.

28. Severability. If a court of competent jurisdiction, or arbitrator as applicable, finds any provision of this Master Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Master Agreement in all other respects shall remain valid and enforceable, subject to the express terms and provisions of this Master Agreement.

29. No Third Party Beneficiaries. Except as otherwise expressly provided by the terms of this Master Agreement, this Master Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement, whether as a third party beneficiary or otherwise, against Customer or Bank, their respective successors, assigns, and/or affiliates.

30. Construction. This Master Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions and activity contemplated by this Master Agreement, is entered into by both parties in reliance upon the economic and legal bargains contemplated hereby, and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties, or the domicile of any party. The captions and headings used in this Master Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Master Agreement. All personal pronouns used in this Master Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders where the context so requires. The use of the singular form shall include the plural, and the use of the plural shall include the singular, where the context so requires.

31. Mobile Services.

(a) Bank may enable certain Services to be used or accessed with a Wireless Device ("Mobile Services"). Customer agrees to observe and comply with the terms of any and all Service Materials furnished or made available by Bank in connection with Mobile Services and otherwise to use Mobile Services in accordance with the Bank's terms, conditions, and instructions. Customer represents and warrants to Bank that all information Customer provides to Bank in connection with using any Mobile Service is accurate, current, and complete and that Customer has the right to provide such information to Bank for the purpose of using the Mobile Service. Bank may change, upgrade, or modify the scope of Mobile Services from time to time, and Bank reserves the right to cancel or discontinue any Mobile Service at any time. Bank will not be liable to Customer for any losses caused by Customer's failure properly to use any Mobile Service or Wireless Device. Bank reserves the right to refuse to execute any transaction requested through any Mobile Service. Bank will not be liable to Customer in the event that Mobile Services are not be accessible or have limited utility over certain mobile networks.

(b) Customer acknowledges and agrees that Customer remains subject to the terms and conditions of any Service that Customer uses or accesses as a Mobile Service, unless otherwise expressly provided in this Agreement or in the terms of the Mobile Service. Customer also acknowledges that any agreement Customer may have with any third party service provider, including Customer's mobile service carrier or provider, also may remain in effect and provide for fees, limitations, or restrictions that might impact Customer's use of Mobile Services. Customer agrees that Bank is not liable to Customer for such fees, limitations, and restrictions. Customer's mobile service carrier or provider is solely responsible for its products and services, and Customer agrees to resolve any problems with Customer's carrier or provider directly with such carrier or provider without involving Bank.

(c) Customer agrees not to use any Mobile Service or the content or information delivered through such Mobile Service in any way that would (i) infringe any copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in Service Materials used in connection with the Mobile Service, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Mobile Service to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create liability for Bank or Bank's affiliates or service providers, or cause Bank to lose (in whole or in part) the services of any of Bank's service providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to the Mobile Service, (ix) interfere with or disrupt the use of the Mobile Service by any other user, or (x) result in unauthorized entry or access to the computer systems of others.

(d) Neither Bank nor its service providers shall be liable to Customer for any loss of data, personalization settings, or other Mobile Service interruptions that result from technical malfunctions or difficulties. Neither Bank nor its service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with Customer's use of any Mobile Service or for the operation, security, functionality or availability of any Wireless Device or mobile network which Customer utilizes to access Mobile Services.

(e) Information obtained through Mobile Services reflects the most recent information available through Mobile Services and may not be accurate or current. Customer agrees that neither Bank nor its service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. Certain Service features, functions, and services may not be available when accessing or using the Service as a Mobile Service.

(f) Mobile Services may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported as Wireless Devices in connection with Mobile Services. Customer is responsible for utilizing currently supported mobile service providers, carriers, and Wireless Devices, for ensuring that Customer satisfies all technical requirements for using Mobile Services, and for ensuring that Wireless Devices operate and are configured as directed by Bank for the use of Mobile Services. Customer acknowledges and agrees that Bank may, in its discretion, use the GPS or geolocation functions on Customer's Wireless Device to obtain

geolocation information for fraud prevention and security purposes and to ensure compliance with the terms of this Agreement.

(g) Without limiting any of Customer's other obligations to Bank under this Agreement, Customer agrees to indemnify and hold harmless Bank and its affiliates and service providers from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from Customer's use of Mobile Services, Customer's violation of any of the terms of any Mobile Service, or Customer's infringement of any intellectual property or other right of any party.

## **PART 2: ADDITIONAL TERMS AND CONDITIONS FOR CERTAIN SERVICES**

### **Article I. Regions Quick Deposit<sup>SM</sup> Service**

1. Description of Service. The Regions Quick Deposit<sup>SM</sup> Service allows Customer to make deposits to Customer's deposit account(s) at Bank by scanning checks on a Bank-approved desktop scanner or other approved capture device and transmitting the deposit data to Bank via the Internet. To ensure accuracy, Customer agrees to balance each deposit total to the sum of the captured checks prior to transmitting the data. Customer agrees to follow all User Guides provided by Bank in the initial setup and ongoing use of the Service.

2. Administrator. Customer shall designate one or more administrators who shall act as Customer's primary point(s) of contact with Bank with respect to the Service. Customer's administrator(s) shall be responsible for establishing, managing, and controlling Customer's Authorized Users of the Service.

3. Equipment.

(a) Scanner, image capture, and other hardware and software used by Customer in connection with the Service must meet technical standards and specifications required from time to time by Bank. Except as otherwise expressly provided in this Article, the General Terms, the Service Schedule, or in a separate written agreement between Customer and Bank, Customer shall be solely responsible for procuring and maintaining in good working order (including installation of upgrades and patches), at Customer's sole cost and expense, any and all scanner, image capture, and other hardware and software that is to be used by Customer in connection with the Service.

(b) In the event that Customer purchases any scanners, image capture equipment, hardware or software, and/or other Service equipment (collectively "Scanner Equipment") from, through, or at the suggestion of Bank or its vendors or contractors, Customer acknowledges and agrees that Bank is neither the manufacturer of such Scanner Equipment nor a merchant (as such term is defined in Article 2 of the Uniform Commercial Code) with respect to the sale of such Scanner Equipment and that the sale of any Scanner Equipment to Customer is incidental to the provision of the Service by Bank to Customer. All Scanner Equipment is sold and transferred to Customer "AS IS" and without any representation or warranty whatsoever, express or implied, on the part of Bank, including (without limitation) any warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. To the extent assignable, Bank hereby transfers and assigns to Customer, without any representation or warranty, express or implied, on the part of Bank, including (without limitation) any representation that any manufacturer's warranty exists or is enforceable, all of Bank's right, title, and interest in and to any manufacturer's warranty with respect to Scanner Equipment purchased by Customer from Bank. Bank shall arrange for the delivery of Scanner Equipment purchased from Bank to Customer's place of business as soon as practicable. All risk of Scanner Equipment loss, theft, damage, or destruction shall pass to Customer upon the tender of delivery of the Scanner Equipment at Customer's place of business. Customer agrees to pay Bank any and all charges due to Bank for purchased Scanner Equipment, and Customer authorizes Bank to debit Customer's deposit account(s) with Bank in the amount of any such charges due to Bank. In the event that any uncollected sales or use taxes shall be due in connection with the sale of any Scanner Equipment to Customer by Bank, Customer agrees to be responsible for such taxes and to remit the amount thereof to Bank or the appropriate taxing authority within three (3) business days after Bank's demand. If Customer shall fail to timely remit the amount of such taxes, Bank may debit Customer's deposit account(s) with Bank in the amount thereof.

4. Scanner Replacement Program. In the event of scanner malfunction or other scanner operational problems, Customer may contact Bank's Treasury Management Services department during normal business hours for assistance and technical support. Bank, in Bank's sole and absolute discretion, may from time to time maintain a program, or arrange for a Third Party Service Provider to maintain a program in which Customer may participate by entering into a Third Party Service Agreement with such Third Party Service Provider, for the repair or replacement of defective or inoperable scanners and image capture devices used in connection with the Service ("Scanner Replacement Program"). In the event Customer elects to participate in any such Scanner Replacement Program, Customer agrees to pay any applicable fees and charges imposed in connection with the Scanner Replacement Program and otherwise to comply with the terms and conditions of the Scanner Replacement Program. Any applicable Scanner Replacement Program fees or charges due from Customer that are not timely paid, whether due to Bank or to any Third Party Service Provider, may be charged against Customer's Account. Customer acknowledges and agrees that any Scanner Replacement Program is within the sole discretion of Bank, and Bank may implement, cancel, or amend the terms and conditions of any Scanner Replacement Program at any time and without notice to Customer. Customer may request information about any current Scanner Replacement Program from Bank's Treasury Management Services department.

5. Items Deposited. Customer agrees that Customer will use the Service only for the deposit of checks, as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). Customer agrees that the image of any check that is transmitted to Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). Customer further agrees that Customer will not use the Service to deposit any check or other item that: (a) is payable to any person or entity other than Customer, (b) is drawn, or otherwise issued, by Customer or any affiliate of Customer on any account of Customer or of such affiliate, (c) is prohibited by Bank's then current procedures pertaining to the Service or is in violation of any law, rule or regulation, (d) Customer knows or suspects, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn, (e) has not been previously endorsed by a bank and is either a "substitute



check” (as defined in Reg CC or other applicable federal law or regulation) or an “image replacement document” that purports to be a substitute check, without Bank’s prior written consent, (f) is drawn on a financial institution that is located outside of the United States or Territories of the United States, (g) is a “remotely created check” as that term is defined in Reg CC, or (h) is not acceptable to Bank for deposit into a deposit account as provided in Bank’s deposit agreement, which is incorporated herein by reference and made a part hereof (any such check or item being hereinafter referred to as a “Prohibited Check”). If Customer uses the Service to deposit a Prohibited Check, Customer agrees to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys’ fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank’s written consent to do so, Customer provides Bank with an electronic representation of a substitute check for deposit into an Account instead of an original check, Customer agrees to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys’ fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

6. No ACH Conversion of Checks. Customer and Bank acknowledge and agree that items processed in connection with the Service shall be deposited and collected as though they were original checks, either in the form of image replacement documents or electronic image exchange entries, as defined by the Check Clearing for the 21<sup>st</sup> Century Act. Should Customer implement a procedure for converting items to ACH transactions and originating such transactions through Bank, Customer must select the ACH Services box on the Customer Profile thereby agreeing to the terms and conditions of the ACH Services Article of Part 2 of this Master Agreement, and complete the applicable Service Schedule and other documentation governing Bank’s provision of ACH services, even if Customer uses the Service in any way in connection with ACH conversion.

7. Scanning of Items and Transmission of Files. After successful implementation and installation of any software or hardware related to the use of the Service, Customer shall endorse each check to be deposited, scan and capture the front and back of each check to be deposited, and transmit the image file to Bank in accordance with Bank’s required procedures. To ensure accuracy, Customer shall balance the deposit dollar amount to the sum of the checks prior to transmitting the file. The file must be received by Bank no later than the cut-off time specified by Bank (“Cut-Off Time”). A file which is received after the Cut-Off Time shall be deemed to have been received on the business day following the business day on which the file is actually received by Bank. Customer may send multiple files to Bank throughout the day. Bank reserves the right to change the Cut-Off Time at any time in Bank’s discretion.

8. Maintenance and Destruction of Original Item. Customer shall securely store all original checks deposited through the Service for a period of not less than thirty (30) days and not more than ninety (90) days (“Retention Period”) after Customer has received notice from Bank that the file has been accepted. During the Retention Period, Customer shall take appropriate security measures to ensure that only authorized personnel shall have access to the original checks, that the information contained on the checks shall not be disclosed, and that the original checks will not be duplicated, will not be scanned more than one time, and will not be deposited or negotiated in any form. In addition, during the Retention Period Customer will furnish to Bank upon request a copy of or the original of any check transmitted through the Service to Bank for processing. Customer promptly shall destroy original checks upon the expiration of the Retention Period. Upon Bank’s request at any time, and from time to time, Customer shall confirm in writing (i) the duration of the Retention Period that has been established by Customer and (ii) that all original checks with respect to which the Retention Period has expired have been destroyed by Customer.

9. Image Quality. Each image of a check scanned by Customer and transmitted to Bank (an “Image”) through the Service shall be of such quality that the following shall be clearly be readable by sight review: the front of the check, the back of the check, the amount of the check, the payee, the drawer’s signature, the date, the check number, the information identifying the drawer and the paying bank that is preprinted on the check, including the MICR line, and other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. Images shall also meet any standards for image quality established by American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearing house or association.

10. Receipt of File. Customer agrees that Customer shall remain liable for and that Bank shall not be accountable to Customer for any files and/or Images that are not received by Bank, or for any files and/or Images that are intercepted or altered by an unauthorized third party. Customer agrees that Bank has no obligation to accept any file and therefore may reject any file or Images submitted by Customer. Bank has no obligation to notify Customer of the rejection of any file or Image. Bank shall have no liability to Customer for rejection of any file or Image or for failure to notify Customer of a rejection. Upon receipt of a file submitted by Customer, Bank shall examine the file and the Images for accuracy and completeness and to verify that Customer has followed Bank’s required procedures. If Customer has not followed Bank’s procedures or if errors exist in the data or the Images contained in the file, Bank, in its sole discretion, may either reject the file or correct the errors and accept and process the file. As a means of correction, Bank may credit Customer’s account for the full amount of the deposit and make any necessary adjustments to correct errors. Bank also may, at its option, perform a risk management analysis of any file submitted by Customer to detect potentially fraudulent items, and, in Bank’s sole discretion, may reject the file. If after examination of a file and Images Bank determines that Customer has processed and transmitted the file in accordance with Bank’s required procedures, the file is balanced and contains no errors, and the Images meet the requirements of the Service, then Bank shall accept the file for deposit to Customer’s account. Upon acceptance of a file, Bank shall electronically notify Customer of receipt and acceptance of the file.

11. Funds Availability. Upon acceptance of a file for deposit, Bank shall provisionally credit Customer’s account. Notwithstanding the acceptance by Bank of Customer’s file for deposit, Customer shall remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by or claim made against Bank on the part of any party. Customer agrees that check images transmitted using the Service and the funds represented by the checks are not subject to the funds availability requirements of Reg CC. Subject to the requirements of applicable law or regulation, and subject to the terms of the deposit agreement governing Customer’s account, funds from any check transmitted through the Service will be available after final payment with respect to the check is made by the drawee of the check, and any credit of funds to Customer’s account before that time is provisional; provided, however, that Bank reserves the right, in any event, to withhold or delay the availability of any funds for such time periods as Bank may determine in order to mitigate risk of error, fraud, or other loss to Bank. If Bank determines to withhold or delay the availability of funds, Bank may provide Customer notification of such determination, but Bank is not obligated to do so. Customer

agrees that Bank may provide such notification by any means or method to which Customer has agreed in connection with Customer's account or the Service, including (without limitation) by electronic communication. Bank also reserves a right of chargeback to Customer's account in the event of any dishonor or nonpayment by the drawee institution, and Bank reserves the right to charge all applicable fees in the event of such dishonor or nonpayment and/or any resulting chargeback (including, but not limited to, returned deposit item fees and overdraft fees). In Bank's discretion, Bank may charge back any returned item to Customer's account in the form of an electronic or paper reproduction of the original item or a substitute check, or by any other lawful means.

12. Collection of Items. Bank, in Bank's sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank. Likewise, Bank, in Bank's sole discretion, shall select the clearing agents used to collect and present the Images, and Bank's selection of the clearing agents shall be binding on Customer as though Customer had directly appointed such agents. Bank shall not be liable for the negligence or other misconduct of any clearing agent. Customer agrees to be bound by any agreements entered into by and between Bank and any clearing agents, and Customer agrees to be bound by all applicable clearing house rules and regulations. Collection of checks deposited through the Service is also subject to the terms of the deposit agreement governing Customer's account.

13. Return Items. If any item deposited by Customer through the Service is dishonored and returned unpaid by the drawee bank, Customer understands and agrees that Bank may charge back the amount of the item to Customer's account in the form of an electronic or paper reproduction of the original item or a substitute check, or by any other lawful means. Unless otherwise instructed by Bank, Customer agrees not to deposit the original check that corresponds to any rejected or unpaid item that has previously been deposited through the Service.

14. Contingency Plan. Customer agrees that in the event that Customer is not able to capture, balance, process, or otherwise transmit a file to Bank for any reason, including but not limited to communications, equipment or software outages, interruptions or failures, Customer will transport the physical checks and deposits to the closest office of Bank and deposit the original checks with Bank until such time that the outage or other interruption can be identified and resolved. The deposit of original checks at an office of Bank without any use of the Service shall be subject to the terms and conditions of the deposit agreement governing Customer's account, and not by the terms and conditions of this Article, the General Terms, or the Service.

15. Warranties. With respect to each check or item deposited by Customer through the Service or collected or presented for payment as a result of Customer's use of the Service (any such check or item, or any electronic derivative thereof, being hereinafter referred to as an "Item"), Customer represents and warrants to Bank and agrees as follows:

- (a) The Item is authorized by this Article and the deposit agreement governing Customer's account.
- (b) Customer is a person entitled to enforce the Item.
- (c) All signatures on the Item are authentic and authorized.
- (d) The Item is not a counterfeit item.
- (e) The Item has not been altered.
- (f) The Item is not subject to a defense or claim in recoupment of any party that can be asserted against Customer.
- (g) Customer has no knowledge of any insolvency proceeding commenced with respect to Customer, or in case of an unaccepted Item, the drawer; and any returned Item is enforceable against the Customer and the drawer of the Item.
- (h) Customer is not a consumer, and the Service shall be used for business purposes only.
- (i) The Image of the Item transmitted by Customer to Bank accurately represents all of the information on the front and back of the original Item as of the time that the Image was created, the electronic information accompanying the Item includes an accurate record of all magnetic ink character recognition (MICR) line information required for substitute checks under Reg. CC and the amount of the Item, and otherwise the Image complies with the requirements of the Service, this Article, and the General Terms (including, but not limited to, any endorsement requirements).
- (j) No subsequent transferee will be asked to make payment on an Item that has already been paid. No bank, as defined in Reg CC, that accepts the original Item for deposit will incur an indemnifiable loss under Reg CC due to an Item having already been paid.
- (k) Customer will not create duplicate Images of the Item. Customer will not transmit any duplicate Images or files to Bank. Customer will not deposit or otherwise negotiate the original Item from which the Image was created. No subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image was created or a duplication (whether paper or electronic, including ACH entries) of the Item.
- (l) No subsequent transferees of the Item, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that an Image of the Item was accepted by Bank for deposit, presented for payment or returned instead of the original Item.
- (m) Neither the Image of the Item nor the file in which it was transmitted to Bank contains computer viruses or other harmful, intrusive, or invasive codes.
- (n) Customer shall defend, indemnify and hold Bank harmless from and against any and all claims, losses, liability, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from the breach of Customer's warranties, representations, and/or agreements and obligations under this Article, which agreement shall survive the termination of this Article.

## Article II. ACH Service

1. Statement of Service. This Article states the terms and conditions on which Bank will receive, process and distribute ACH files originated by Customer. Additional terms and procedures for the use of ACH Services may be set forth in other documentation provided by Bank, including any applicable Customer Profile and Service Schedule (such other documentation is referred to herein as the "Documentation"). All such

Documentation is hereby incorporated by reference and made a part hereof. Customer's use of any ACH Service constitutes Customer's acceptance of and agreement to the terms and provisions of all Documentation for such Service, and Customer acknowledges and agrees that such Documentation constitutes part of the agreement between Customer and Bank for the provision of the Services. In the event of a conflict between the terms of this Article, the General Terms and those of any Documentation, the Documentation shall govern and control with respect to the Service issue in question. This Article, the Documentation, and the General Terms are sometimes collectively referred to herein as the "Agreement."

2. Customer Compliance. Customer acknowledges it has a copy or has access to a copy of the Operating Rules ("Rules") of the National Automated Clearing House Association ("NACHA"). The Rules may be purchased online at [www.nacha.org](http://www.nacha.org) under the publications tab. Customer agrees to comply with and be subject to the Rules of NACHA in existence at the date of this Agreement, and any amendments to these Rules made from time to time. Customer agrees to comply with all applicable federal and state laws and regulations governing transactions to be performed hereunder, as the same may from time to time be amended, including (without limitation) the Electronic Fund Transfer Act, 15 U.S.C. 1693 et seq., Federal Reserve Board Regulation E, 12 C.F.R. 205 et seq., and Federal Reserve Board Regulation J, 12 C.F.R. 210 et seq. Customer agrees that it shall originate only Entries that would comply with the laws of the United States, including, without limitation, the anti-terrorism and anti-money laundering programs administered by the U.S. Treasury Department's Office of Foreign Asset Control. Customer acknowledges that the additional compliance review necessary for any international ACH transactions could result in possible delays in processing and settling such transactions.

3. Originator Identification Number. The Originator Identification Number uniquely identifies Customer on Bank's operating systems and within the ACH network. In all cases where the Rules call for the use of an Originator Identification Number in an ACH transaction, Customer agrees to use the Originator Identification Number assigned by Bank and no other.

4. Originating Entries. Customer may originate ACH Credit or Debit Entries which conform to the format requirements contained in the Rules and in the Documentation for the specific service. Customer shall initiate the debit or credit Entries designated in Section I of the Service Schedule. Customer agrees to send Bank ACH Credit Entries not later than two business days prior to the Effective Entry Date. This is Bank's deadline for receipt of ACH Credit Entries. If Customer fails to meet this deadline, funds may not be available for the Receiver on the Effective Entry Date. Customer also agrees to comply with all of the obligations of an Originator under the Rules.

Subject to the terms of this Agreement, Bank will process the transaction file containing Customer's Entries and transmit the Entries to the ACH within applicable deadlines to meet the Effective Entry Date specified in the file, provided that Bank receives the file from Customer by the applicable deadlines and the Customer complies with any Prefunding requirements. A file contained on tape is received by Bank when the tape is actually received at the location Bank specifies from time to time. A file transmitted to Bank via electronic transmission is received by Bank when the transmission is completed and Bank is satisfied that applicable security procedures have been followed. If Bank receives a file from Customer after the applicable deadline, Bank will use reasonable efforts to process that file so that settlement can be completed as scheduled. However, Bank will not be liable to Customer or to any third party if settlement is not met. Upon request, Bank will provide Customer with a list of days on which Bank does not process files and changes to the list as they occur.

Customer agrees that Bank has no obligation to accept Entries and therefore may reject any Entry submitted by Customer. Bank may reject any Entry which does not comply with the requirements of the Agreement, including applicable security procedures and Prefunding requirements or Limits (as defined below), or for which Bank has reason to believe Customer has breached one or more of the warranties Customer made to Bank with respect to such Entry, or for any other reason permitted under the Rules. Bank may also reject an Entry (with subsequent notice of rejection being forwarded to Customer) without liability to Customer if, in Bank's reasonable judgment, processing the Entry would cause Bank to violate any applicable law or regulation. If Bank rejects any Entry under this paragraph, Bank will use reasonable efforts to notify Customer the same day. In any case, Bank will notify Customer no later than the Effective Entry Date. Bank shall have no liability to Customer for rejection of an Entry or for failure to notify Customer of a rejection and shall not be liable to pay any interest to Customer even if the amount of Customer's payment order is fully covered by a withdrawable credit balance in Customer's Account or Bank has otherwise received full payment from Customer.

If Customer asks Bank to amend or cancel an Entry and Customer's request complies with applicable security procedures, Bank will use reasonable efforts to comply with Customer's request prior to transmitting it to the ACH or debiting or crediting the account of the Receiver for an On-Us Entry. However, Bank will not be liable to Customer if Bank is unable to cancel or amend the Entry. Customer agrees to indemnify and hold Bank harmless from and against any and all claims, demands, losses, liabilities and expenses, including reasonable attorneys' fees and costs, resulting from compliance with Customer's cancellation or amendment request.

If an Entry is returned to Bank through the ACH, Bank will notify Customer no later than the next business day after Bank receives the returned Entry. Bank will have no obligation to retransmit a returned Entry unless Bank is required to do so by the Rules. Unless Bank is required by the Rules to retransmit a returned Entry, Customer must retransmit the Entry to Bank. As an accommodation service to Customer, Bank may reinitiate Entries returned for insufficient or uncollected funds if reinitiation is permitted by the Rules and Customer requests Bank in writing to provide this service.

5. INTERNATIONAL ACH TRANSACTIONS ("IAT"). Customer shall not initiate any IAT Entries without Bank's prior approval. If approved by Bank, the following provisions apply to IAT Entries originated by Customer:

"(a) IAT Entries are transmitted by Bank in U.S. dollars and converted to the local currency for receipt in the foreign country at the exchange rate determined by Bank's processor on the date determined by Bank's processor. All risk of fluctuation in the applicable exchange rate is borne by Customer.

(b) In the event of a returned IAT Entry, consumer payments will be credited to Customer at the originated U.S. dollar amount; corporate payments will be credited to Customer at the exchange rate determined by Bank's processor at the time of return.

(c) In the event of an error in an Entry or duplicate entries, Customer acknowledges and agrees that Customer shall be liable for any and all losses caused by and a direct or indirect result from the error or duplicate Entry.

(d) Customer shall originate all International ACH Transactions, as that term is defined in the Rules, with an IAT SEC code and Customer hereby agrees to abide by all of the Rules related to IAT Entries.

- (e) Customer agrees that in the case of a non-Consumer Account, Customer shall enter into an agreement with the Receiver whereby the Receiver agrees to abide by the Rules in effect from time to time.
- (f) Customer acknowledges that it has reviewed and understands Rules related to exceptions to the Rules for outbound IAT Entries and Customer understands and agrees that laws, regulations, and rules of the country in which the Receiver is located shall govern the matters listed within that subsection. Customer further acknowledges that Customer understands how such laws, regulations and rules differ from the Rules.
- (g) IAT Entries must be authorized as provided in the Rules. The form and content of the authorization, including whether such authorization may be oral, electronic, or written, shall be governed by the laws and payment system rules of the receiving country.
- (h) Customer hereby indemnifies Bank from and against any and all resulting claims, demands, losses, liabilities, or expenses, including attorneys' fees and costs, resulting directly or indirectly from Customer's origination of an IAT Entry."

6. Settlement for Entries. Customer agrees to maintain with Bank one or more designated Deposit Accounts during the term of the Agreement (the "Account" or "Accounts") for settlement purposes, as designated in Section I of the Service Schedule. All Entries must be settled in the Accounts. Customer acknowledges that the Rules provide that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry. Customer understands that, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and Customer will not be deemed to have paid the Receiver the amount of the Entry. Customer also agrees to send all Entries to Bank in an "unbalanced file format". This means Customer will not include any offset or balancing transactions in any of the Entries Customer initiates. If Customer does not send Customer's Entries in an unbalanced file format, Bank may suspend transmission of Customer's ACH Entries. Unless Prefunding is required and the "Prefunding" check box is selected in the set up form at the beginning of the Service Schedule, in which case the terms of Section 8 shall control, Settlement for Customer's Entries will occur as follows, provided, however, that Bank in its sole discretion may require Prefunding at any time and debit Customer's Account in accordance with the terms of Section 8:

a) *Credit Entries.* Bank will charge the Account on the Settlement Date for the total amount of Customer's Credit Entries. Customer agrees to have on deposit in the Account on the Settlement Date sufficient available funds to cover the total amount of Customer's Credit Entries. If Customer does not make such funds available on settlement date, Customer agrees that Bank may setoff against any of Customer's other accounts with Bank or against any of Customer's other property in Bank's possession.

b) *Debit Entries.* Bank will credit Customer's Account on the Settlement Date for funds Bank receives in settlement for Customer's Debit Entries. These funds will be available to Customer on the Settlement Date; however, if any Debit Entries are returned to Bank in accordance with the Rules, or if any Debit Entries originated by Customer were unauthorized, Bank reserves the right to charge the amount of such Debit Entries to the Account or to setoff against Customer's other account(s) or property in Bank's possession. Notwithstanding the forgoing or any provision in any other agreement between Bank and Customer or any disclosure to the contrary, Bank may, in its sole discretion, delay the availability of these funds for a period of time beyond the Settlement Date.

7. Entry Limits: Before Customer sends an Entry to Bank for processing, Bank will establish Entry Limits ("Limits") for Customer's Credit and Debit Entries. These Limits are the maximum dollar amount of accumulated ACH Credits and Debits for which settlement has not yet occurred and which, subject to the terms and conditions of the Agreement, may be outstanding at any one time. There are separate Limits for Credit Entries and Debit Entries and the Limits are designated in Section I of the Service Schedule.

Bank may modify Customer's Limits at Bank's sole discretion at any time. These modifications are effective immediately and may be implemented prior to Customer's receipt of notice of the newly established Limits. Customer may contact Bank at any time to verify Customer's current Limits. Customer agrees not to exceed the Limits. Customer acknowledges that the Limits are solely for the protection of Bank and its assets and that files containing Entries in excess of the Limits may or may not be processed at Bank's sole discretion.

8. Prefunding Requirements. If Prefunding is required by Bank, and the "Prefunding" box is selected in the set-up form at the beginning of the Service Schedule, or if Bank in its sole discretion elects to require Prefunding, the following terms will apply. As used in this section, the term "Prefunding" shall refer to the practice of debiting Customer's Account for all Credit Entries on the date such batches are received for processing by Bank, which shall be settlement for such Entries. Where Prefunding is sufficient to cover the entire Credit Entry or Entries, the Settlement Date shall occur upon the debiting of the Account.

a) *Procedures for Prefunding*

- i. Customer shall send ACH Credit Origination file(s) ("Credit File(s)") to Bank according to procedures established under the Agreement.
- ii. Customer shall ensure that on the date of submission of any Entries for Bank processing, Customer's Account has a sufficient opening available balance to pay in full all such Entries. In determining the sufficiency of the available balance in the Account, Bank shall be entitled to, but not be required to, consider intraday transactions, such as deposits or ACH credits.
- iii. Bank shall process the Credit File(s) on the date of receipt and determine on that day whether the Account contains sufficient funds to pay the amount of the Credit Entry or Entries in the Credit File(s).
- iv. If sufficient funds exist, then Bank shall cause the Account to be debited for the total amount of the Credit File(s) and shall thereafter process in accordance with Bank's standard procedures for Credit Entries.
- v. If sufficient funds do not exist at the time of Bank's review of the Account to cover the total amount of the Credit File(s), then Bank shall delete the Credit File(s) from its operating system and no further attempt shall be made



to process the Credit File(s).

b) *Definition of Date of Receipt.* Date of Receipt is the date Customer submits ACH Entries to Bank for processing, provided Bank is open for business on that date and the applicable deadline for the receipt of ACH entries has not passed. If any Entries are received on a date Bank is not open for business, or if the daily processing deadline for ACH has passed. Then such Entries shall be considered to have been received on the next date Bank is open for business.

c) *Limit of Liability.*

- i. Bank shall not be liable to Customer or any other party for claims of delayed receipt or non-receipt of payments where such delay or non-receipt arises from Bank's proper enforcement of Prefunding procedures. Relative to such claims Customer agrees to hold Bank harmless from any and all legal actions, damages, and costs, including but not limited to late fees, fees charged by other banks, interest, legal fees, or penalties, including penalties imposed by the U.S. Government or any other governmental entity with respect to ACH tax payments.
- ii. Bank shall not be liable to Customer or any party if Bank suspends transactions according to the Prefunding procedures outlined herein if Customer's Account receives, on the day of deletion of the Credit File(s), sufficient funds which Bank is not aware of because Bank has not had a reasonable opportunity to post such intra-day deposits or credits. Bank's Prefunding procedure is based on Customer's opening available balance in Customer's designated Account.
- iii. Customer acknowledges that the Rules provide guidelines for the timeliness of submission of ACH Entries relative to the Effective Entry Date, and that Customer's failure to follow such guidelines may result in Bank's having insufficient time to perform the Prefunding procedures described herein. In such case, Customer will be solely liable for any claims, losses, actions, or penalties arising from Bank's rejection of Customer's Entries.

d) *Notices.*

- i. Bank shall notify Customer in the event a Credit File(s) has been deleted due to Customer's failure to satisfy Prefunding requirements.
- ii. In an effort to minimize the consequences to Customer of deletion of a Credit File(s), Bank, while not obligated to do so, shall use reasonable efforts to contact Customer by telephone or other means to advise Customer of such balance deficiency. Bank encourages Customer to monitor Account activity proactively and to contact Bank immediately if it appears transactions have not been processed according to Customer's expectation.

9. *Customer Warranties.* Customer warrants to Bank that for each Entry Customer submits to Bank for processing, (1) Customer has obtained all authorizations from the Receiver which are required by the Rules, by Regulation E or other applicable law and the Agreement and such authorizations are still valid and have not been revoked by operation of law or otherwise; (2) if required to be in writing, Customer will retain all such authorizations for a period of six years after their termination or revocation, or for such longer period as may be required by the Rules or applicable law, and provide a copy to Bank, upon request, within five days; (3) each Entry has been submitted with Customer's authorization and in accordance with all terms of the Agreement, including applicable security procedures and Prefunding requirements; (4) each Entry is for an amount which, as of the Settlement Date, will be due and owing, has been specified to be paid or is a correction of a previously transmitted erroneous Entry; and (5) each Entry also conforms in all other respects to the Rules and applicable law. Customer hereby indemnifies and agrees to defend Bank against and hold Bank harmless from any liability arising out of Customer's breach of the warranties in this section, the Rules or of any other provision of the Agreement or any act or omission of Customer or any other person acting on Customer's behalf.

10. *Additional Customer Warranties and Agreements for Selected Standard Entry Classes.* NACHA, in its role of ensuring the safety, security, and viability of the ACH network has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned entries. Therefore, to qualify as an Originator of such Entries Customer hereby warrants to Bank that for each such ACH Entry submitted for processing, Customer has obtained all authorizations from the Receiver as required by the Rules, by Regulation E or other applicable law, and the Agreement. Customer also makes the additional warranties to Bank that Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC codes for Entries originated by Customer. Customer hereby indemnifies and holds Bank harmless from any liability arising out of Customer's breach of these warranties.

11. *Security Procedures.* In addition to, and without limiting the generality of, the security procedure provisions in the General Terms, Customer agrees to implement and comply with any and all security procedures for Service transactions that are agreed to between Customer and Bank, and Customer acknowledges and agrees that such security procedures are commercially reasonable security procedures under applicable law for the transactions and activity Customer intends to effect through the Service.

Customer further agrees as follows with respect to the following ACH initiation channels:

a) *Direct On-line Transmission:* Customer shall provide Bank one or more email addresses, as Bank may require (each such email address, a "Confirmation Email Address"), with respect to which such representatives of Customer who are authorized by Customer both to authenticate Service transactions and to cancel the execution of Service shall have access. Customer shall be solely responsible for determining which of Customer's representatives shall have access to any Confirmation Email Address and for establishing Customer's own internal procedures

and policies for access to and use of any Confirmation Email Address and for acting upon Confirmation Notices (as hereinafter defined). Customer represents, warrants, and agrees that no person who is not authorized by Customer both to authenticate Service transactions and to cancel the execution of Service transactions on behalf of Customer shall have access to any Confirmation Email Address. As soon as practicable after receiving each Entries file from Customer pursuant to Service processes and procedures, Bank shall transmit to each Confirmation Email Address a confirmation of receipt of the file, which confirmation shall include Entry totals for the file and other identifying information ("Confirmation Notice"). Each Entries file transmitted to Bank and each Entry within the file shall for all purposes be deemed correct, authentic, and authorized by Customer for execution, and Customer shall be legally bound by and liable for Bank's processing and execution thereof, unless (i) Customer shall contact Bank's Service operations center at the telephone number provided in the Confirmation Notice during its normal business hours and instruct Bank to cancel the execution of the file, providing such information as Bank may require to identify the file specifically, within thirty (30) minutes after the transmission of the Confirmation Notice or before Bank's next processing update after the expiration of such thirty (30) minute period, and (ii) Bank shall have a reasonable opportunity to act upon Customer's instruction. Customer may obtain current information about Bank's processing update times by calling Bank's Service operations center. Customer authorizes Bank to act upon the cancellation instructions of any person who is reasonably believed by Bank to be a representative of Customer and who provides such information as Bank may require to identify specifically the Entries file that is to be cancelled. Customer agrees to keep each Confirmation Email Address current and updated with Bank at all times. Each Confirmation Email Address shall be deemed correct and authorized for the receipt of Confirmation Notices unless and until Customer shall have provided corrective information to Bank in writing and Bank shall have had a reasonable opportunity to act thereon. Bank shall have no obligation to re-send, re-transmit, or otherwise deliver any Confirmation Notice that Bank has transmitted to any Confirmation Email Address and that has been returned "undeliverable" or otherwise rejected for delivery, and no such return or rejection of a Confirmation Notice shall be deemed an instruction from Customer to cancel the execution of any file or any Entry.

b) *iTreasury ACH*: Customer will initiate a request via iTreasury ACH to Bank via the Internet. All iTreasury ACH customers are required to check the file status of all initiated ACH batches to ensure they have received the "Submitted" status for processing. Bank is not responsible for batch initiation timeliness. Customer will be responsible for same day verification of ACH batch status. Transactions initiated through iTreasury are further subject to the terms and conditions of the iTreasury Service Schedule.

c) *Metavante Touchtone Cash-Concentration*: Customer will initiate entire transaction via Touchtone Cash Concentration system using the location ID and passwords assigned to Customer during setup. Customer will be responsible for same-day verification of ACH batch status. Transactions initiated through Touchtone Cash Concentration are further subject to the terms and conditions of applicable agreements governing such service.

12. Authorized and Unauthorized Entries. Any Entry (including a request for cancellation, amendment, or reversal of an Entry) or other communication delivered to Bank that purports to have been submitted or authorized by Customer in accordance with the Rules shall be effective and binding upon Customer even if the Entry was not in fact authorized by Customer and notwithstanding any resolution, any dual or multiple signature requirement identified on any signature cards, or other documents relating to the affected Customer Account(s) that purport to limit authority over the Customer Account(s), whether currently on file or submitted or modified in the future, provided Bank has accepted the Entry in compliance with the Rules, reasonably believes it to have been submitted or authorized by Customer, and has acted in good faith. If any Entry received by Bank is, in fact, submitted or authorized by Customer (or any authorized representative of Customer), it shall be effective as Customer's Entry whether or not (i) Bank complies with the Rules and/or the Agreement with respect to the Entry, (ii) the Entry is erroneous in any respect, (iii) the error, if any, could be detected by Bank, or (iv) Bank processes, transmits or settles the Entry even though one or more of the conditions therefore, as set forth herein, is not satisfied. If Customer discovers an erroneous or unauthorized Entry, Customer shall immediately notify Bank, as well as notify the affected Receiver(s), and shall confirm such notification in writing. Upon receiving such notice, Bank will use reasonable efforts on behalf of Customer to correct the erroneous Entry in a manner consistent with the Rules, but Bank shall in no event be liable to Customer in the event that Bank is unable to correct the erroneous Entry. If Customer fails to notify Bank or the affected Receiver(s) of any erroneous Entry, Customer will be liable for any losses Bank may incur. Customer agrees that Bank has no obligation or duty to detect errors with respect to Entries submitted by Customer. However, if Bank detects an error with respect to an Entry delivered to Bank, Bank will exercise reasonable efforts to give Customer notice of such error, and Customer agrees to furnish to Bank corrections in a format and on a medium prescribed by Bank. Bank reserves the right to suspend or cancel Customer's ability to perform transactions hereunder if Bank suspects any unauthorized or fraudulent transactions. Customer agrees to take any reasonable actions requested by Bank to prevent unauthorized transactions or to correct errors.

13. Amendment of the Rules. Amendments to the Rules or applicable laws and regulations which govern transactions hereunder shall become effective as to the Agreement upon the effective date stipulated for such amendments by the authority promulgating such amendments.

14. Data Retention. Customer agrees to retain data and records relating to any and all Entries originated by Customer for a period of six years after the date each Entry is transmitted and shall, upon request by Bank, furnish a copy of such data and records to Bank.

15. Additional Terms and Conditions.

a) *Recording Conversations*. Bank may, but is not required to, record any conversations Bank has with Customer or with any of Customer's representatives.

b) *Information Disclosure*. Some of the Services covered by this Article may be provided to Customer with the participation or assistance of one or more of Bank's affiliates. Customer agrees that Bank may disclose to such affiliates any information Customer provides to Bank to the extent required for the delivery of these Services.

c) *Confirmation; Account Reconciliation*. Bank will provide notice of all ACH Entries to Customer's Account on Customer's periodic Account statement. If Customer uses Bank's information/balance reporting services, Customer can also receive notice through various mailed reports or terminal printouts. Customer is responsible for detecting and reporting to Bank any discrepancy between Customer's records and the records Bank provides to Customer. If Customer does not detect and notify Bank of such a discrepancy within 30 days of Customer's receipt of any terminal printout, mailed report or periodic statement ("Report"), whichever is received first, then Customer will not be entitled to interest

from Bank on any amount refundable to Customer.

d) *Alternative Transfer of Funds.* Solely at Bank's option, Bank may elect to accomplish the movement of funds requested by Customer's Entries via wire transfer. In the event that Bank elects this option, Customer agrees to execute and be bound by Bank's standard wire transfer agreement and to comply with Bank's normal wire transfer procedures. Should Bank elect this option, Bank will attempt to send the wire or wires on the Effective Entry Date specified in Customer's file(s). If Customer's Account does not contain sufficient collected balances to fund the wire, or if the receiving institution returns any drawdown wire, Bank may reject the Entry or Entries without liability to Customer. If Bank rejects an Entry, Bank will make reasonable efforts to notify Customer the same day. Bank will not be liable to Customer for Bank's rejection of an Entry, or for interest on the amount of a rejected Entry, regardless of the amount of Customer's Account balance. Except for the method of delivery, which will be governed by the provisions of Bank's wire transfer agreement, and the foregoing terms for the execution of transactions against collected balances, Bank's election of this option will not affect any other provision of this Article, the General Terms, or the Documentation, including but not limited to provisions related to the Limits.

e) *Use of Third Party Service Providers.* If Customer uses a third party service provider to deliver Customer's files to Bank or to perform any other actions in connection with the Services provided hereunder, that third party will be considered Customer's agent. All terms of the Agreement will apply to the actions or failure to act of such third party service provider and Customer will be legally bound by all acts and omissions of such third party service provider. Customer agrees to cause any such third party service provider to execute any agreements or other forms Bank may specify prior to conducting any transactions on Customer's behalf.

16. *Responsibilities as a Third Party Payment Processor.* Customer agrees that, if Customer uses the ACH Service provided by Bank to initiate any ACH Entries for Customer's clients or any person or entity other than Customer (a "Client"), the following provisions shall apply:

a) *Payment Processing.* By providing payment processing services to third parties, Customer is considered a "Third Party Payment Processor." Customer acknowledges that, as a regulated financial institution, Bank is expected to monitor the payment processing services it provides, either directly to Bank's customers or indirectly through a Third Party Payment Processor. Customer agrees to provide Bank and any regulatory agency having jurisdiction over Bank (a "Regulatory Agency") with such information and reasonable assistance as may be necessary for the Bank or a Regulatory Agency to evaluate Customer's payment processing activities. Customer acknowledges and agrees that, by initiating any ACH Entry for a Client, Customer may be subjecting itself to the jurisdiction of such Regulatory Agencies. Customer also agrees that it shall not use the ACH Service to provide payment processing services to any other Third Party Payment Processor unless Bank, in its sole discretion, agrees in writing that the Service may be so used.

b) *Customer's Clients.* At Bank's request, Customer shall provide Bank with a written list identifying each Client for which Customer then initiates ACH Entries using the ACH Service (the "Client List"), and also shall provide an updated Client List upon request. Customer agrees to provide Bank with any information about a Client that Bank may request in order to identify the Client or to understand the type and extent of the Client's business. In the event that Bank, in its sole discretion and at any time, determines that any Client is unacceptable to Bank, Bank shall notify Customer. Bank's notice may (i) prohibit Customer from using any Account or Service to perform payment processing for that Client, or (ii) place conditions on Customer's use of any Account or Service to perform payment processing for that Client.

c) *Additional Information.* Customer acknowledges that, as a condition to allowing Customer to initiate or to continue initiating ACH Entries for Clients, Bank may require Customer (i) to provide Bank with additional information about Customer and its Clients upon request; and/or (ii) to enter into a Payment Processing Addendum under which Customer shall periodically provide Bank with specified information about Customer and its Clients.

d) *Applicable Laws.* Customer shall comply with any and all applicable federal, state, and local laws, statutes, ordinances, orders, codes, rules, regulatory guidance, regulations that govern or relate the payment processing services provided by Customer to Clients (including without limitation all consumer protection laws and all laws restricting business with any individual, entity or country identified on any list of Specially Designated Nationals or sanctioned countries that is issued from time to time by the Office of Foreign Asset Control of the United States Department of the Treasury (collectively, the "OFAC List")), as they may be amended from time to time ("Applicable Laws"). Customer shall comply with and bear the costs required by any change in Applicable Laws. Customer agrees not to take any action that shall render Bank liable for any violations of Applicable Laws.

e) *Prohibited Clients.* Bank, in its sole discretion, may determine not to provide payment processing services, directly or indirectly, to particular types of business. Bank may provide Customer with its list of any types of businesses for which Bank will not provide payment processing services (the "Prohibited Business List"), and Customer agrees not to use any Account or Service to perform payment processing for any Client that is engaged in a type of business included on Bank's current Prohibited Business List.

f) *Covenants, Representations and Warranties of Customer.* Customer covenants, represents and warrants that:

i. Customer (A) is not identified on the OFAC List, (B) is not foreign-based, and (C) has no foreign-based affiliates that provide any payment processing services using a Regions Account.

ii. Customer shall not provide payment processing services to, transmit payments to, employ or subcontract with, or otherwise conduct business with any individual, entity or country identified on the OFAC List. Customer shall implement and comply with internal policies and procedures reasonably designed to assure that Customer meets this obligation, including without limitation procedures to screen against the OFAC List. In the event Customer determines that, notwithstanding its policies and procedures, Customer has conducted business with any individual, entity or country identified on the OFAC List, Customer shall notify Bank as soon as practicable, but in any event no less than five (5) days of making this determination.

iii. Customer does not and shall not contract with any third party to procure new Client relationships (i.e. an Independent Sales Organization (also referred to as an ISO) or gateway arrangement).

iv. Customer has secured and will maintain any licenses, permits, registrations or other authorizations (a "License") from the applicable governmental authorities that Customer must have in order to provide its payment processing services in compliance with Applicable Law. Upon request, Customer will provide Bank with a copy of the License for each jurisdiction in which Customer does business or an opinion of counsel acceptable to Bank that no License is required in that jurisdiction.

g) *Audit, Monitoring and Compliance.*

i. Customer acknowledges that Bank is subject to examination and audit by Regulatory Agencies. Customer further acknowledges that such federal and state Regulatory Agencies having supervision over Bank may require access to Customer's facilities in order to examine, audit, or investigate the compliance of this Addendum with all Applicable Laws. Customer agrees to cooperate fully with respect to all such examinations, audits, and investigations. Customer agrees to notify Bank as soon as practicable of any formal or informal request by any Regulatory Agencies having supervision over Bank to examine records pertaining to Bank, Clients, or this Addendum, if Customer is not prohibited by law from notifying Bank.

ii. To the fullest extent permitted by Applicable Law, Customer shall notify Bank promptly if: (A) Customer learns that any governmental agency believes or suspects that this Addendum or any act or omission of Bank or Customer in connection with or pursuant to this Addendum may violate any Applicable Laws; (B) Customer learns that any person, entity, or governmental agency is contemplating private action or enforcement action of any kind against Customer or Bank in connection with this Addendum or the payment processing services that Customer provides to Clients; (C) Customer learns of a data breach involving Customer's or any of its agents' systems used for payment processing, in which case Customer shall notify Bank within twenty-four (24) hours of learning of the breach; (D) Customer experiences a material adverse change in its financial condition; or (E) Bank (either through its own representatives or by employing third parties), at any time and upon reasonable prior written notice, shall have the right to audit and examine (i) Customer's compliance with this Addendum and all Applicable Laws, which may include access to Customer's premises or facilities, and (ii) Any Client's compliance with the NACHA Rules, as provided more fully in Subsection h below.

h) *Third-Party Sender, Initiation of ACH Entries On Clients' Behalf.* Customer agrees that, if it initiates ACH Entries for Clients, Customer is considered a Third Party Sender and agrees to be bound by the terms of this Section. Terms capitalized in this Section shall have the meaning provided in the Agreement or the NACHA Rules.

i. By initiating an Entry on behalf of a Client, Customer authorizes Bank to initiate the Entry on that Client's behalf to the Receiver's account.

ii. Customer confirms its agreement to be bound by the NACHA Rules, and agrees to comply with all of its provisions regarding Third Party Senders, including, but not limited to, the requirements for Customer: (A) to provide Bank, within two (2) days of Bank's request, with any information that Bank reasonably considers necessary to identify each Originator for which Bank transmits entries, (B) to make payment to Bank for all Credit Entries initiated and for all Debit Entries that are returned by the RDFI, (C) to retain and to deliver to Bank upon request any records, documentation and other data regarding any Entries that Customer initiated as a Third Party Sender; and (D) not to initiate Entries that the laws of the United States or any Applicable Laws.

iii. Customer agrees to comply with any restrictions that Bank has placed on the types of Entries that Customer may initiate on behalf of Clients.

iv. Customer agrees that, before initiating any Entry on a Client's behalf, Customer will have entered into an agreement with that Client which satisfies the requirements of the NACHA Rules (an "Originator Agreement"). Among other requirements, the Originator Agreement must provide that the Client (A) agrees to be bound by the NACHA Rules and to assume the responsibilities of an Originator under the NACHA Rules; (B) agrees not to initiate Entries that violate the laws of the United States or any Applicable Laws; (C) acknowledges Bank's right to suspend or terminate its ACH Service for breach of the NACHA Rules and as otherwise provided in the Agreement and this Addendum; and (D) acknowledges Bank's right to audit the Client's compliance with the Origination Agreement and the NACHA Rules. Customer agrees to indemnify Bank from and against any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees and costs), that result directly or indirectly from the failure of that Client to perform its obligations as an Originator under the NACHA Rules.

v. Customer agrees that, by December 31 each year and at its own expense, Customer will conduct or have conducted an annual audit of its compliance with the NACHA Rules in accordance with Appendix Eight of the Rules.

vi. Customer shall have the responsibility to (I) handle all returned Entries, Notifications of Change (NOCs), and rejected Entries; (II) notify the Receiver of any reversing Entry; and (III) detect and correct any errors.

vii. Customer represents and warrants that it will initiate ACH Entries only from accounts located in the United States.

ix. Prior to originating any ACH transaction on behalf of another party, Customer shall provide Bank with all requested information for purposes of Bank registering Client as a Third-Party Sender with NACHA. Customer shall promptly notify Bank of any changes to the information provided in connection with the Third-Party Sender registration.

ix. If Customer acts as a Third-Party Sender with respect to the initiation of entries for another Third-Party Sender which has authority to act on behalf of an Originator ("Nested Third-Party Sender"), Customer shall

require that such Nested Third-Party Sender agrees in a written agreement to be bound by the NACHA Rules, agrees to comply with all of its provisions regarding Third Party Senders and contains all the applicable provisions as set forth in Section 16(h), inclusive of but not limited to the requirements of Origination Agreement. Further, Customer will provide these written agreements for Nested Third-Party Senders upon Bank's request.

i) *Fees and Other Charges.* In addition to the fees and charges for use of the ACH Service, Customer also agrees to pay any fines and penalties arising from or related to Customer's use of the ACH Service to provide payment processing for Clients or failure to comply with this Section, including without limitation any fines or penalties imposed on Bank in connection with Customer's acts or omissions.

### Article III. Positive Pay Service

1. *Statement of Service.* This Article describes Bank's Positive Pay Services whereby Bank and Customer follow the processes and procedures described herein in order to authorize and/or confirm the payment or return of checks presented for payment against Customer's account(s). The Service systems are not designed to detect or prevent fraud due to paperless entries (to include ACH, Wire, and EFT) to the account. If a Positive Pay account is funded by an ACH, Wire, EFT, or any other paperless entry and there are no funds available to be deposited to the Positive Pay Account, the Bank will not be required to pay any checks presented against the account.

2. *Same Day Positive Pay and Next Day Positive Pay.*

a) In the Same Day Positive Pay Service and the Next Day Positive Pay Service, Bank will match checks that are presented for payment to a file of issued checks Customer provides to Bank and generate an exception report indicating discrepancies between the issued checks and the checks being presented for payment. As used in this Article, the following terms shall have the following meanings with respect to Same Day Positive Pay and Next Day Positive Pay:

(i) *Conforming Check* means, as applicable,

(A) with respect to Same Day Positive Pay and Next Day Positive Pay, any check presented to Bank for payment which bears an encoded check serial number and an encoded amount which match the description of an outstanding item in the Issue File,

(B) with respect to the Payee Name Verification service, any check presented to Bank for payment which bears an encoded check serial number, an encoded amount, and a payee name which match the description of an outstanding item in the Issue File, and

(C) whether or not Customer has elected the Payee Name Verification service, and only with respect to over-the-counter transactions through Bank's Teller Positive Pay System where Customer has elected to furnish payee names in the Issue File along with other required information, any check presented to Bank for payment which bears an encoded check serial number, an encoded amount, and a payee name which match the description of an outstanding item in the Issue File.

(ii) *Issue File* means a list, as updated from time to time in accordance with Bank's rules and guidelines, in an electronic readable format prescribed by Bank, of Customer's duly issued checks, describing each check by its serial number and amount. If Customer has elected the Payee Name Verification service, or if Customer has not elected the Payee Name Verification service and desires verification of payee name in connection with over-the-counter transactions through Bank's Teller Positive Pay System, the Issue File must also include the payee name for each check.

(iii) *Non-Conforming Check* means any check presented for payment to Bank which does not bear all information required for a Conforming Check.

b) In connection with Same Day Positive Pay and Next Day Positive Pay, Customer shall deliver to the Bank the Issue File, or update thereto, by data transmission to the Bank prior to disbursing checks to payees. In the event that the Customer cannot generate the Issue File, the Customer is responsible for notifying Bank. Issue Files received by 7:30 AM CST/CDT on the date of check(s) disbursement will be loaded and available for Teller Positive Pay System. In determining which of the Customer's checks drawn on the Bank have been duly issued, all items presented over-the counter on Same Day Positive Pay and Next Day Positive Pay accounts will be subject to verification from the Customer's Issue File through Bank's Teller Positive Pay system. If the item presented for payment over-the-counter is determined by Bank to be a Non-Conforming Check in any respect, the item presented will not be honored and the transaction will be terminated. Non-Conforming Checks presented over-the-counter are not subject to the notification and pay/return decision procedures otherwise described herein for Non-Conforming Checks.

c) Any Conforming Check presented to Bank shall be deemed properly payable with respect to the Customer's signature and the amount of the check, and in the case of over-the-counter transactions through Bank's Teller Positive Pay System where Customer has furnished payee names in the Issue File, or if Customer has elected the Payee Name Verification service, also with respect to the payee. The Bank shall be under no obligation to verify the Customer's signature or the absence of any alterations thereon. Likewise, the Bank shall be under no obligation to verify the payee name on the check in comparison with the Customer's Issue File except in the case of over-the-counter transactions through Bank's Teller



Positive Pay System where Customer has furnished payee names in the Issue File, or where Customer has elected the Payee Name Verification service.

d) In the event a Non-Conforming Check is presented to the Bank (other than presentment over-the-counter), Bank shall notify the Customer by facsimile transmission or online of such Non-Conforming Check. For Same Day Positive Pay, the Bank's notice shall be given by 3:30pm CST/CDT on the day of presentment of the Non-Conforming Check. For NextDay Positive Pay, the Bank's notice shall be given by 10:00am CST/CDT on the next banking day following posting of the check. If Bank systems or communications failure occurs, the Bank may notify the Customer by telephone.

The Customer shall instruct the Bank to Pay or Return (No Pay) the Non-Conforming Check(s) at the following times:

1. *For SameDay Positive Pay Customers* - no later than 1:00 p.m. CST/CDT on the next banking day after the Bank's notification to Customer.
2. *For NextDay Positive Pay Customers* - no later than 2:00 p.m. CST/CDT on the same day of the Bank's notification to Customer.

Customer's instructions shall be delivered according to the elections in the Service Schedule. If Customer has elected to deliver instructions via iTreasury, and if iTreasury is inoperable, Customer may deliver instructions via fax (205-261-6449) or via telephone (800-787-3905). Absent any contrary timely instruction from the Customer, and subject to any default elections made in the Service Schedule, the Bank will pay the Non-Conforming Check(s), and, in so doing, the Bank shall incur no liability to Customer for improperly paying the item(s). Paid item(s) omitted from the Customer Issue File will be subject to a paid-no-issue fee per item(s) paid. Customer agrees that if Bank acts in accordance with the procedures set forth in this Article and the Service Setup in paying or returning item(s), Bank will be deemed to have exercised ordinary care.

e) Notwithstanding any term or provision herein to the contrary, if Customer has elected the Payee Name Verification service, Customer acknowledges and agrees that Bank will not verify a check payee name in the event a presented check is deemed a Non-Conforming Check due to a discrepancy in either the encoded check serial number or the encoded amount. In such cases, Customer shall bear any and all risk of payee name mistake or alteration in the event Customer's instructions call for Bank to pay the Non-Conforming Check.

f) In order to stop payment on a check included in the Issue File, the Customer shall deliver a stop payment order via telephone, iTreasury, or in writing prior to the presentment of the item. A cancel or void in the Issue File should only be used if a check has not been disbursed. Bank's system will not recognize cancels as stop payments. If a stop payment order is placed after an item has been memo posted to Bank's system, the stop payment will not be placed. Stop payment orders are subject to the terms and conditions of the deposit agreement governing Customer's account.

g) In connection with Same Day Positive Pay or Next Day Positive Pay, Customer may elect Stale Date Verification whereby Customer may request that the Bank return unpaid any checks which are presented for payment a specified number of days following the date listed on the Customer's check(s). Customer must specify the number of days Customer selects in the Service Schedule. All checks presented for payment after the selected number of days following the date shown on the check will be returned as "refer to maker" until this service is cancelled by the Customer. The Bank is not obliged to honor any stale date notice on the Customer's check unless the Customer has selected Stale Date Verification. Any claimed loss from the payment of checks not in accordance with the time limits listed by Customer in the Service Schedule will be governed by the same legal principles as those concerning improper payment over a binding stop payment.

3. Reverse Positive Pay. In the Reverse Positive Pay Service, the Customer does not submit issue information, and the Bank reports to the Customer all checks presented for payment to the Bank on the previous banking day by serial number and amount. Customer must notify the Bank via email or online via iTreasury to an address provided to Customer by Bank by 11:00 AM CST/CDT with instructions to return those checks which Customer does not desire to pay. Any check as to which Customer does not timely and properly provide non-payment instructions will be deemed approved for payment by Customer, and if Customer does not notify Bank by the specified time with any non-payment instructions, all checks will be considered as approved for payment by Customer. Reverse Positive Pay does not protect against fraudulent items that are cashed at a banking office, and for that reason the Bank recommends Same Day Positive Pay or Next Day Positive Pay. Reverse Positive Pay does not replace Bank's standard check processing procedures, which may cause a check to be dishonored even if Customer's instructions or the default procedures do not otherwise require Bank to return such check. If the Customer chooses to use Reverse Positive Pay, Customer accepts all risk of loss associated with Bank's payment of fraudulent items presented for payment over the counter at banking branch, except as may be attributable to the Bank's lack of good faith or gross negligence.

4. No Check Positive Pay Service. The No Check Positive Pay Service is designed for customers who do not intend to draw checks on their accounts. In the No Check Positive Pay Service, Bank and Customer do not exchange information about issued and presented checks according to the processes and procedures described herein with regard to other Positive Pay Services, and Bank automatically returns all checks presented and posted against Customer's account. If Customer has enrolled an account in the No Check Positive Pay Service, Customer releases Bank from any and all liability, including (without limitation) liability for wrongful dishonor, and agrees to indemnify Bank and hold Bank harmless from and against any and all damages, losses, fines, fees, taxes, legal expenses, and/or actions at law, related to or arising from the return or dishonor of any check that actually is authorized by Customer and/or that otherwise would be properly payable with respect to Customer's account.

5. Other Terms and Conditions.

a) Customer is responsible for providing and maintaining an updated list of Customer personnel authorized to make pay/no pay decisions on items to the Bank (“Authorized Personnel”). Information provided on the Service Schedule will remain in effect until an appropriate Customer representative otherwise notifies the Bank in writing of a change in the list of Authorized Personnel.

b) Customer acknowledges that notwithstanding the return of checks by the Bank in accordance with Customer’s instructions in connection with the Service, the Customer may be subject to claims for payment by the payee of any check or by a holder in due course of a check.

c) If Customer has enrolled for Bank’s Commercial Check Imaging service and/or Bank’s Reconciliation service, Customer hereby agrees that the terms and conditions of such services supplement the terms of this Article. This Article shall control over any inconsistencies between this Article and the Commercial Check Imaging Service Schedule and the Reconciliation Service Schedule as to the provision of the Service described in this Article.

d) Customer shall be responsible for ensuring that all checks and Issue Files issued by Customer in connection with this Service meet Bank’s quality standards and specifications. Without liability to any party, and without limiting any other right or remedy available to Bank, Bank shall be entitled to cease or suspend the Service, in whole or in part, in Bank’s sole and absolute discretion and with or without notice to Customer, if the quality of the checks, including (but not limited to) the quality of the magnetically encoded characters on the face of each check and the quality and legibility of the payee name, or the quality of the Issue File do not meet Bank’s standards and specifications, or if the checks otherwise cannot be processed on Bank’s equipment, or if Customer shall otherwise fail to properly perform its duties, obligations, and responsibilities in connection with the Service, or shall commit any act or omission which impairs Bank’s ability to provide or prevents Bank from providing the Service. Customer further acknowledges and agrees that if Customer has enrolled in the Payee Name Verification service and fails to meet Bank’s quality standards, requirements and specifications for the printing of payee names on checks, then Bank, at its option and notwithstanding any other term or provision of this Article, may treat and process as a Conforming Check any check which bears an encoded check serial number and encoded amount which matches the description of an outstanding item in Customer’s Issue File without regard the payee name on the check, and Customer shall bear and assume all risk as to any discrepancy, error, or nonconformity with respect to the payee name. Bank may charge, and Customer agrees to pay, a fee for the manual examination of any checks that do not meet Bank’s quality standards, requirements and specifications for the printing of payee names on checks in connection with the Payee Name Verification service.

e) The types of exceptions identified using the Service are strictly limited to the exception definitions herein, according to the service level Customer has elected. Nothing in this Article shall be construed as relieving Customer of its normal due diligence responsibilities regarding the examination of account statements and individual checks to detect exceptions outside the scope of the Service provided to Customer hereunder (including, but not limited to, alteration of payee information if such information is not otherwise verified in connection with the Service). Bank shall not be liable for any loss arising from Customer’s failure to exercise due diligence.

f) Customer shall accept liability to any party and hold the Bank harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law arising from the return (dishonor) of any check if such return resulted from the correct application of the Customer’s pay/return instructions.

g) The Bank will not be liable to Customer or anyone else if Bank refuses to pay suspect items presented at Bank teller lines. If for any reason, voluntarily or involuntarily, Customer is suspended from Teller Positive Pay and items presented at Bank’s teller lines are paid, Customer agrees that Bank will not be liable to Customer for paying any fraudulent item during the suspension of Teller Positive Pay service. Customer agrees that Bank will have exercised ordinary care in providing positive pay services in any case of fraudulent activity on Customer’s account.

h) Any check that is paid in accordance with the Service shall be considered properly payable under the Uniform Commercial Code and Customer agrees that Bank shall have no liability to Customer for paying items in accordance with the Service. Bank’s liability to Customer for any presented check erroneously paid by Bank in breach of this Article (“Bank’s Wrongful Honor”) shall be limited to the lesser of the amount of the wrongfully paid check or Customer’s actual damages resulting from Bank’s payment of the check. Bank retains the right to assert the defense that Customer has sustained no actual damages because Bank’s Wrongful Honor discharged for value an indebtedness of Customer. Nothing herein shall constitute a waiver or limitation of the rights of Bank under the Uniform Commercial Code (“UCC”). Bank’s liability for wrongful dishonor of a check presented to Bank for payment shall be limited to the damages for wrongful dishonor recoverable under UCC Articles 3 and 4; provided, however, that Bank shall have no liability to Customer for wrongful dishonor when Bank, acting in good faith, returns a presented check: (i) that it reasonably believed was not properly payable; or (ii) if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts.

#### **Article IV. Integrated Payables Service**

1. Description of Service. This Article describes Bank’s Integrated Payables Service, whereby Customer may execute certain payment transactions via the Internet and/or via other methods of electronic data exchange to electronically streamline the exchange of payments, remittance and other information between Customer and Bank and Customer and its business associates. The Service functions and transactions elected by Customer, and other details and technical specifications regarding Customer’s use of the Service, are indicated in the Service Schedule, which constitutes a part of the Service Terms.

2. Definitions. The following definitions apply when the following terms are used in this Article:

“Customer Material” means the data, software, files, designs, plans, specifications, improvements, works or other materials provided by or on behalf of Customer for storage on or inclusion in the Service or User Guide.

“*Service Terms*” means, collectively, all terms, provisions, conditions governing the Service that are imposed by Bank and/or its Third Party Service Provider, including (without limitation) this Article, the General Terms, and any applicable Service Schedule, Customer Profile, and/or User Guide.

“*Vendor Agreement*” means any terms, conditions, contract, license, or any other agreement entered into or agreed to by and between Bank and any Third Party Service Provider with respect to the Service or any feature, function, or element thereof.

Other terms may be defined elsewhere in this Article. Capitalized terms used in this Article and not defined in this Article shall have the meanings ascribed to them in the General Terms.

3. Other Agreements. When this Service is used to access other Bank services, products, or payment facilities (including, without limitation, Bank’s ACH service, Bank’s wire transfer service or Virtual Purchasing Card service), the terms, conditions, and agreements governing such other services, products, and payment facilities, including any applicable Article of Part 2 of this Master Agreement, (“*Service Agreements*”) remain in full force and effect, except as expressly modified or amended by the Service Terms. Such other Service Agreements are hereby incorporated by reference and made a part hereof. Customer agrees to promptly execute and deliver to Bank any documentation required by Bank to evidence Customer’s agreement to Bank’s terms and conditions for services, products, and payment facilities accessed and used by Customer through the use of the Service; provided, that Customer’s use of the Service to use, access, and/or perform other Bank services, products, or transactions automatically constitutes Customer’s acceptance of and agreement to any and all terms, conditions, and provisions in effect and imposed by Bank at the time of Customer’s use or performance of such services and transactions without the execution of any related documentation by Customer. Termination of a Service Agreement of a Service selected by Customer (Check Printing, ACH, Wire, Positive Pay, Virtual Purchasing Cards) shall terminate the use of such Service under this Article. Customer agrees to be bound by and to comply with any and all User Guides, instructional materials or technical information relating to the use of the Service that is made available to Customer by Bank or its Third Party Service Provider in connection with the Service, as amended from time to time. Customer acknowledges and agrees that Bank, in Bank’s sole and absolute discretion, may engage Third Party Service Providers in connection with the Service. Bank’s provision of the Service to Customer is subject to, and Customer shall be bound by, all applicable terms, provisions, or conditions of any Vendor Agreement between Bank and any Third Party Service Provider, and in the event of a conflict between the terms of this Article and the applicable terms of any Vendor Agreement, the terms of such the Vendor Agreement shall govern and control. Customer acknowledges and agrees that Customer is not a third party beneficiary of any Vendor Agreement and shall not have any direct claims or recourse against any Third Party Service Provider, except to the extent expressly permitted by the terms of the Vendor Agreement and subject to all limitations and disclaimers provided in such Vendor Agreement.

4. Additional Customer Obligations and Responsibilities. Customer agrees that Customer (i) shall use the Service and User Guide only in the ordinary course of Customer’s internal business operations, (ii) shall not use the Service in violation of the Service Terms, (iii) shall not use the Service to conduct any type of service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any person, whether on a fee basis or otherwise, and (iv) shall ensure that the Service is used only by Customer’s Authorized Users in accordance with the User Guide. In the event of any error in connection with the Service or any Service transaction, Customer shall provide to Bank or its Third Party Service Provider reasonably detailed documentation and explanation, together with underlying data, to substantiate any error and to assist Bank or its Third Party Service Provider in diagnosing, reproducing and correcting the error. Customer shall use any modifications, revisions, and updates in the Service and User Guide, including changes in programming languages, rules of operation and screen or report format, as and when they are implemented and/or made available by Bank or its Third Party Service Provider. Customer agrees to devote all equipment, facilities, personnel and other resources reasonably necessary to implement the Service and to be trained in the use of the Service, and neither Bank nor any Third Party Service Provider shall be responsible for any delays or additional fees and costs associated with Customer’s failure to timely perform such obligations.

5. Customer Material. Customer hereby grants to Bank and its Third Party Service Provider a non-exclusive, worldwide, royalty free license to modify, copy, use or otherwise include the Customer Material in the Service and User Guide. Customer represents and warrants that (i) Customer and its Authorized Users have full legal right to grant to Bank or its Third Party Service Provider the right to use the Customer Material for inclusion in the Service or the User Guide, (ii) the Customer Material complies with all applicable law and does not infringe upon any United States patent, copyright, trade secret or other proprietary right of any person, and (iii) Customer has obtained all necessary assignments or licenses and waivers of moral rights from its employees and/or contractors, including the right to modify any applicable work contained in the Customer Material and to associate any applicable work contained in the Customer Material with any product or service. Customer agrees to indemnify and defend Bank and its Third Party Service Provider against any third party claim alleging a breach of the foregoing representations and warranties or an infringement of a United States patent, copyright, trademark, trade name, trade secret or other proprietary right of any person.

6. Inaccurate Information. Bank is not responsible for any inaccuracies in payment instruction caused by errors in data or information provided by Customer. Customer is responsible for ensuring that the data, information and instructions submitted by Customer for transactions executed through the Service are accurate and complete. Any dispute to payment transactions initiated through the Service in accordance with Customer’s instruction will be resolved in accordance with the applicable dispute resolution process.

7. Customer Payees. Customer is solely responsible for scheduling and initiating any and all Service transactions sufficiently in advance of applicable due dates. Bank and its Third Party Service Provider disclaim any and all representations or warranties, express or implied, that any transaction executed through the Service will be timely and/or properly received, processed, and applied by any counterparty to such transaction. For any payments to a counterparty, Customer is responsible for confirming that the counterparty is the proper party that Customer intends to pay. Customer assumes all risk relating to the timely and proper scheduling, initiation, processing, transmission, receipt, and application of Service transactions, and Customer releases Bank and its Third Party Service Provider from any and all claims, liabilities, and/or damages related thereto or arising or resulting therefrom. Except for those losses caused directly by Bank’s or its Third Party Service Provider’s gross negligence or willful wrongful acts, Customer agrees to indemnify, defend, and hold Bank and its Third Party Service Provider harmless from and against any and all losses, costs, suits, damages, claims, liabilities, and expenses (including, without limitation, reasonable attorneys’ fees) arising from or related in any way to any relationships, claims, or disputes between Customer and any and all counterparties to transactions executed by Customer through the Service (including, without limitation, payees of payment transactions executed through the Service).



8. Adjustment to Account; Checks. Bank reserves the right to adjust, debit, or credit Customer's account in the amount of any requested Service transaction on the date that the transaction is initiated through the Service or any time thereafter. In the event Customer directs that any Service payment transaction be made by check or draft, Customer authorizes Bank and/or its Third Party Service Provider to execute a check or draft drawn on Customer's account for the purpose of executing such transaction, notwithstanding any resolution, signature card, or other document filed with Bank that purports to limit authority or signatory capacity over any of Customer's accounts, whether currently on file or submitted or modified in the future. Upon request by Bank or its Third Party Service Provider, Customer shall promptly submit one or more facsimile signatures, in such form or format as Bank or its Third Party Service Provider may require, for application to checks or drafts executed through the Service.

9. Modification of Service Transactions. Bank and its Third Party Service Provider shall have no obligation to permit Customer to amend, modify, cancel, or stop payment on Service transactions after Customer has initiated or submitted such transactions for execution through the Service. In the event Bank or its Third Party Service Provider shall permit Customer to amend, modify, cancel, or stop payment on Service transactions, Customer must act within applicable deadlines established by Bank or its Third Party Service Provider for such purposes and otherwise afford Bank and its Third Party Service Provider a reasonable opportunity to respond to instructions to amend, modify, cancel, or stop payment on Service transactions; provided, that in no event shall Bank or its Third Party Service Provider have any liability to Customer or any counterparty to Customer's Service transaction if Bank or its Third Party Service Provider shall fail to execute or timely execute any instruction to amend, modify, cancel, or stop payment on such Service transaction.

10. Security Procedures. In addition to, and without limiting the generality of, the security procedure provisions in the General Terms, each User on the Regions Integrated Payables website will be required to log into the system using a User Name and Password. At initial log in, the User will be required to register an SMS enabled mobile phone number. At each subsequent log in the User will be sent an SMS Text Message containing a one-time Password. The User must enter that one-time Password to complete the login process. The User Name, Password and one-time Password constitute the Security Devices necessary for login. Customer is responsible for keeping the mobile phone number(s) up to date.

## **Article V. iTreasury Service**

1. Statement of Service. This Article describes Bank's iTreasury Service, whereby Customer may review account transactions and information and perform certain transactions and banking services via the Internet. The Service functions and transactions elected by Customer are indicated in Section I of the Service Schedule.

2. Other Agreements. When the Service is used to access other Bank services, the terms, conditions, and agreements governing such other services remain in full force and effect, except as expressly modified or amended by the terms of this Article or other written terms or procedures imposed by Bank with respect to the Service. Customer agrees to promptly execute and deliver to Bank any documentation required by Bank to evidence Customer's agreement to Bank's terms and conditions for services accessed and used by Customer through the use of the Service; provided, that Customer's use of the Service to use, access, and/or perform other Bank services or transactions automatically constitutes Customer's acceptance of and agreement to any and all terms, conditions, and provisions in effect and imposed by Bank at the time of Customer's use or performance of such services and transactions without the execution of any related documentation by Customer. Customer agrees to be bound by and to comply with any and all instructional materials or technical information relating to the use of the Service that is made available to Customer by Bank in connection with the Service, as amended from time to time.

3. Service Availability. Customer acknowledges that the Service may from time to time be unavailable during periods of maintenance and testing. Customer further acknowledges and agrees that the performance and completion of Service transactions are subject to Bank's business days and hours of operation, Bank's published policies and procedures, the hours of operation of departments within Bank performing Service transactions, applicable law, the provisions of this Article and the General Terms, and the provisions of other Bank customer agreements governing specific transactions to be performed under this Article—including, without limitation, any other applicable Articles in Part 2 of this Master Agreement—and Customer agrees that Bank shall not be liable for any delay in the processing or settlement of Service transactions resulting from the foregoing.

4. Definitions of Key Terms. Terms not otherwise defined herein shall have the meaning ascribed to those terms in the General Terms. Unless otherwise indicated, the following terms used in this Article and/or the Service Schedule shall have the following meanings:

*"System Administrator"* means a Customer-specified individual or multiple individuals who serve as Bank's point of contact for issues related to the use of the Service, and who administers Customer's policies and procedures regarding the use of the Service. Through the assignment of User IDs and issuance of Security Devices, an Administrator designates the individuals who may access the Service and governs the features, functions, and accounts to which each individual User may have access.

*"Dual Administration"* means an optional security enhancement by which Customer requires a second System Administrator to approve all changes to users, included but not limited to new user creation, entitlement or permissions additions or changes, additions or changes in account access, and/or changes or additions of dollar limits for transactional services.

*"User ID"* means a unique code representing one authorized user of the service. Each User ID is associated with a System Administrator-defined profile which limits the user's access to only those features, functions, and accounts (collectively, the user's "entitlements") designated by System Administrators.

*"Password"* means a user-selected or Bank designated code which is associated within the Service with the user's User ID. To access the Service, a user must provide his or her User ID and the exact Password associated with that specific User ID.

5. iTreasury Transfer Module. Customer acknowledges and agrees that the iTreasury Transfer Module will allow Customer to transfer funds to and from all of the accounts listed in the Information Reporting Account Information section of the Service Schedule, subject to the terms, conditions, and provision of this Article and the General Terms.

6. Security Procedures. In addition to, and without limiting the generality of, the security procedure provisions in the General Terms, Bank and Customer agree that certain Security Procedures described herein and in the Comprehensive User Guide shall be used in conjunction with this Service. Bank may require additional security authentication for certain Services described in this Article and/or the Service Schedule. The System Administrator designated by the Customer or to those parties who are authorized by the Customer to set up a User's designated device to receive the authentication from time to time. The System Administrator shall have the sole responsibility to designate the device to appropriate users, and the System Administrator will assign the Services to which such parties shall have access. Users will setup their own personal authentication for use with the device. The Bank will consider itself authorized to perform all transactions described in this Article and/or the Service Schedule if a transaction request is accompanied by the Customer's designated Security Devices. The Customer agrees to safeguard the Security Devices and agrees to release the Bank from liability where unauthorized access to or use of the Services occurs through the use of the Security Devices.

7. iTreasury Alerts Module. The iTreasury Alerts Module gives Customer the ability to set up messages ("Alerts") to be sent by the Service to one or more Customer designated email addresses to notify Customer of specific transactions, situations, or events. For example, Customer can request an Alert to be sent when an Account has reached a certain balance or a check has been processed. Customer can configure Alerts by selecting and configuring each type of Alert. Customer acknowledges that Alerts are generated and sent through an automated process based on conditions set by Customer. Therefore, Customer is responsible for inputting accurate information when setting up Alerts, and Bank shall not be responsible for any losses, damages or expenses that may occur as a result of the improper setup of an Alert or is not processed as a result of factors beyond Bank's reasonable control.

## COLLECTIVE BANKING RESOLUTIONS: Master Resolutions

### PART A: General

#### 1. Client Information:

- a. Name of Client ("Client"): City of Huntsville
- b. Trade name(s) / DBA if applicable:
- c. Type of Organization<sup>1</sup>: Client is a Other/ Municipality organized under the laws of Alabama
- d. Client Taxpayer ID (United State) / CA Business Number (Canada): 63-6001296

2. **Execution and Delivery by a Common Signer on behalf of Multiple Entities:** A "Common Signer" is a signer that is appointed and authorized (in the same capacity), by more than one entity, to either: (i) be authorized to legally bind that entity to the representations in the subject document; or (ii) record and maintain the legally binding books and records of the entity. For the ease of doing business, in the event multiple entities have appointed the same Common Signer, that Common Signer may take the following actions: (i) insert the name of the lead Client or the Client Group and "See the Attached List of Clients" in line 1(a) of this Part A; (ii) attach a list of Entities for which the signer is a Common Signer ("Client List"), and including on such list all of the information required to complete Part A(1) under this Master Resolution; (iii) execute any one or more of this Master Resolution, Supplemental Resolutions, Schedules, and Attachments (collectively the "Collective Banking Resolutions"), whereby it shall be deemed that the document(s) shall have been executed by the Common Signer on behalf of each entity, as if such entity was the only entity listed in Section 1 of Part A above, and the representations therein shall be binding on such entity. The Common Signer shall ensure that the Collective Banking Resolutions and any related documents that it executes on behalf of any such entity shall be recorded in the business records of such entity. Entities listed on the Client List may enter into relationships with the PNC Group directly through separate agreements, or under collective agreements with the PNC Group.

#### 3. Representation of Signer(s):

The undersigned certifies, states, attests, and affirms that as to each entity listed as a Client:

- a. they are duly authorized and tasked by each entity to record and maintain the legally binding books and records of that entity, including but not limited to the contents of the Collective Banking Resolutions and can legally bind the entity to the same;
- b. that each statement herein has been made, ratified and adopted by each entity, for itself;
- c. the contents of this document are a true and correct statement of facts about each entity and each of the Resolutions below have been adopted by the governing body of each entity, in accordance with its own governing documents and applicable law; and
- d. The whole Collective Banking Resolutions, and each individual part thereof, are legally binding representations made by each entity listed as a Client to The PNC Financial Services Group, Inc, including all of its subsidiaries and affiliated entities (each being a "PNC Entity"), including but not limited to PNC Bank, National Association, and to PNC Bank Canada Branch<sup>2</sup>, (collectively "Bank"), (all of the foregoing, collectively being referred to as the "PNC Group").
- e. the Collective Banking Resolutions may be electronically executed and delivered to PNC Group under the Client's governing documents and applicable law.

### PART B: RESOLUTIONS

The following Resolutions have been duly adopted, and entered upon the regular minute books of the Client, made in accordance with the governing documents of the Client, applicable and governing laws, and are now in full force and effect:

1. **Purpose:** These Resolutions are to provide the PNC Group with clarity regarding what has been authorized by the Client regarding management of banking and financial activities the Client is undertaking with any member of the PNC Group, as set forth more particularly herein or in any schedule or attachment hereto, which may include banking, depository, treasury management, merchant services, obtaining extension of credit or loans, and investment activities (individually, a "Financial Activity" and collectively "Financial Activities").

<sup>1</sup>**Choose only one of the following:** (i) Corporation; (ii) Partnership; (iii) Unincorporated Association; (iv) Limited Liability Company; (v) Manager Managed LLC; (vi) Member Managed LLC; (vii) Single Member LLC; (viii) Sole Proprietorship. *If the Client is a different entity type, please contact your PNC Entity Relationship Manager.*

<sup>2</sup>PNC Bank Canada Branch is a branch of PNC Bank, N.A.

2. **Integration of Supplemental Resolutions, Schedules and Attachments.** The Client authorizes the expansion, reduction, or modification of what is authorized for any particular Financial Activities by providing the PNC Group with supplemental resolution schedules (each being a "**Supplemental Resolution**"). Supplemental Resolutions may be executed subsequently to the Master Resolutions and will be incorporated into the Collective Banking Resolutions in accordance with this section. Additional documentation in the form of attachments or schedules may be provided to the PNC Group, which provide more explicit detail regarding the general statements and authorities regarding Financial Activities set forth in the Collective Banking Resolutions ("**Supplemental Documentation**"). Client acknowledges and understands that Supplemental Documentation must be in a form acceptable to the Bank. Supplemental Documentation and signed Supplemental Resolutions shall be binding upon the Client, considered a part of the Collective Banking Resolutions, and will be effective after a reasonable amount of time to act on the same has elapsed, subsequent to delivery and actual acceptance of the documentation by the applicable PNC Entity. It is understood and agreed that the PNC Group may refuse or reject any Supplemental Documentation or Supplemental Resolution that it is unable or unwilling to comply with, or that is in a form that is not acceptable to the PNC Group or any applicable PNC Entity.

3. **Sharing of Master Resolutions and Information.** The Collective Banking Resolutions, or any part thereof, and any related information or documentation provided by the Client to a PNC Entity may be shared with other members of the PNC Group for the purpose of furthering the relationship with the Client and the PNC Group.

4. **Execution and Delivery of Collective Banking Resolutions and Related Documents.** The Collective Banking Resolutions and any related agreements or documentation may, at the option of the PNC Group, be electronically executed and delivered, or manually executed and delivered on paper. Each of the undersigned or individuals designated herein are authorized to use electronic records and electronic signatures to execute and deliver the Collective Banking Resolutions and any related agreements or documentation. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, manually signed Collective Banking Resolutions and any related agreements or documentation that have been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention by the PNC Group (any such signature method being referred to herein as a "**Signature Method**").

In consideration of the PNC Group accepting documents with a Signature Method the Client irrevocably indemnifies and holds the PNC Entities accepting documentation or instructions executed by Signature Method, and their respective agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the reliance of that PNC Entity on the Signature Method or this Resolution regarding Signature Methods.

5. **Requests Made by Telephone, E-mail, Automated Platform or Other Means.** Each PNC Entity is authorized, in its sole discretion, to take any action authorized hereunder, and to share information about the Client in the possession of the PNC Group, based upon any communication the PNC Entity has a commercially reasonable belief to be from an Authorized Individual, as defined below, or any other person reasonably believed to have been authorized to act by an Authorized Individual, including but not limited to communications made by telephone, facsimile, electronic mail, SWIFT message, secure on-line messenger, through any automated platform or electronic service provided by the PNC Group, including the Bank's PINACLE® system or Dealer Access System, in accordance with the applicable security procedures therefor, or via any other means of transmission or communication.

6. **Copies of Resolutions and Governing Documents.**

a. A copy of the Collective Banking Resolutions shall be delivered to the PNC Entity being engaged by the Client and the PNC Entity shall be entitled to rely on the authority vested in the persons specified in the Collective Banking Resolutions, which shall remain in full force and effect until a copy of a subsequent resolution revoking or modifying the Collective Banking Resolutions has been filed with a member of the PNC Group and the applicable PNC Entity has had a reasonable time to act on it. The Collective Banking Resolutions supersede any prior resolution of Client provided to the PNC Entity addressing the same subject matter.

b. Copies of any organizational or other documents, including but not limited to the articles or certificate of incorporation, the by-laws or regulations, the operating agreement, or other organizational documents of the Client, that the Client may deliver to a PNC Entity, shall be, true, complete and correct copies thereof with all amendments thereto as in effect on the date of such delivery, which any PNC Entity shall be entitled to rely on.

7. **Related Entities:** Now or in the future, an entity or entities that are under common ownership with the Client, but do not share a Common Signer with the Client (each being a "**Related Entity**" and collectively "**Related Entities**"), may appoint and empower the Client to manage their banking relationships and Financial Activities. To make such appointment, each Related Entity would execute and deliver to the PNC Group a specialized resolution joining and binding the Related Entity to the Collective Banking Resolutions ("**Joinder Resolution**"). Such appointment would permit individuals authorized to act on behalf of the Client to also act on behalf of the related entities and legally bind those related entities regarding Financial Activities. The relationship of the Related Entity(ies) with the PNC Group may be documented under agreements that are separate or joint with the Client. Before such appointment becomes binding, the Client must first accept the appointment and responsibility granted by the Related Entity under the Joinder Resolution by updating the Client list to include the Related Entities and clearly identify them as being added by Joinder Resolution. The Joinder Resolution(s) will become part of the Collective Banking Resolutions at such time as the Client updates the Client List to include the Related Entity(ies), which shall confirm the Client has accepted the appointment.

In consideration of the PNC Group accepting, in its discretion, the ability of the Client to act on behalf of a Related Entity, and accept Joinder Resolutions, if and when presented, and the related assertions that the Collective Banking Resolutions apply to the Related Entity(ies), the Client irrevocably indemnifies, defends, and holds the PNC Group, PNC Entities, and their respective agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from (i) any claims or actions related to an assertion (or the reliance thereon by a PNC Entity) that the Client or a party authorized to act under the Collective Banking Resolutions was not authorized to act on behalf of, or legally bind, any Related Entity; and (ii) any representations made by the Client on behalf of any Related Entity.

PART C: AUTHORIZATION OF INDIVIDUALS

1. **Incumbency and Grant of Authorizations and Powers:**

a. **Primary Authorized Individual(s):** The following individual(s) shall be authorized, without further approval of the Client, to: (i) undertake, modify and terminate any Financial Activity; (ii) execute, modify and terminate any Supplemental Resolutions; (iii) add and remove Related Entities participating in the Collective Banking Resolutions; (iv) accept, execute and/or deliver, any such agreements, instruments and documents as may be required to facilitate or restrict any Financial Activity and the relationship with the PNC Group. Any such Primary Authorized Individual shall be deemed an Authorized Individual able to execute any documentation for the entire relationship between the Client and the PNC Group. Any Primary Authorized Individuals shall also be deemed to be Authorized Individuals under any Supplemental Resolution regardless of whether they are listed on the Supplemental Resolution. The Primary Authorized Individual(s), their respective titles, and signature with the Client are as follows (The Client may at any time update, replace, or supplement the Primary Authorized Individuals or any Authorized Individuals by executing a Supplemental to Part C attachment that can be provided to the client).

	Printed Name	Printed Title	Signature
i)	Tommy Battle	Mayor	
ii)	Penny Smith	Director of Finance	
iii)			
iv)			
v)			
vi)			
vii)			
viii)			

b. Each Supplemental Resolution contains a list of individuals that hold the office, title or status with the Client listed next to their name (each of the foregoing along with each of the Primary Authorized Individuals being an “Authorized Individual”). **With regard to the subject matter of the particular Supplemental Resolution only**, each Authorized Individual shall have the following authorities and powers: (i) any powers and authority granted generally to Authorized Individuals in the Master Resolutions; (ii) the ability to delegate and revoke any authority they have to others; (iii) add, remove, or update any signers or approvers for transaction; (iv) add or remove Authorized Individuals within the same Supplemental Resolution; and (v) accept, execute and/or deliver, any such agreements, instruments and documents as may be required by a PNC Entity, in its sole discretion, in connection with any transactions, including but not limited to the furnishing of any services for with the Authorized Individual in empowered collectively under the Collective Banking Resolutions. **The execution of a Supplemental Resolution by the Secretary of the Client, a Primary Authorized Individual, or an Authorized Individual under the previous version of the same Supplemental Resolution shall be conclusive proof that the Client has authorized the activities and appointments set forth in that Supplemental Resolution. A Supplemental Resolution may be executed simultaneously with the Master Resolution or at any time after execution of the Master Resolution.** A PNC Entity may require further documentation regarding the foregoing actions, which the Client shall supply upon request.



2. **SPECIAL OR COMPLEX SIGNER REQUIREMENTS ARE INTERNAL REQUIREMENTS OF THE CLIENT AND NOT ENFORCEABLE AGAINST THE PNC GROUP:** CLIENT ACKNOWLEDGES, REPRESENTS AND AFFIRMS IT IS SOLELY RESPONSIBLE FOR, AND IT UNDERSTANDS THE BANK CANNOT AND WILL NOT ENFORCE, NOR SHALL BANK BE LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY SPECIAL OR COMPLEX SIGNING INSTRUCTIONS OR REQUIREMENTS IMPOSED BY CLIENT IN ANY RESOLUTION ON PRIMARY AUTHORIZED INDIVIDUALS, INDIVIDUALS AUTHORIZED TO PERFORM ELECTRONIC TRANSACTIONS, AUTHORIZED SIGNERS, OR ANY OTHER INSTANCE, INCLUDING BUT NOT LIMITED TO INSTRUCTIONS REQUIRING DUAL SIGNING REQUIREMENTS OR MONITORY AMOUNT LIMITS ON THE SIGNING AUTHORITY OF AN INDIVIDUAL (WHICH AT ALL TIMES WILL ONLY BE CONSIDERED INTERNAL REQUIREMENTS OF THE CLIENT). IN ALL EVENTS ANY SINGLE PRIMARY AUTHORIZED INDIVIDUAL SHALL BE ABLE TO BIND THE CLIENT. NOTHING IN ANY SUPPLEMENTAL RESOLUTIONS OR SUPPLEMENTAL DOCUMENTATION SHALL OVERRIDE, REPEAL, REVOKE OR MODIFY THIS LIMITATION AND AT ALL TIMES THE PNC GROUP SHALL BE ENTITLED TO RELY ON THIS ACKNOWLEDGMENT AND REPRESENTATION.

3. **Specimen Signatures:** A PNC Entity may at any time require specimen signatures of any Authorized Individual. Signature specimens may be supplied separately and after execution of the Master Resolutions and may be in any form acceptable to a PNC Entity, in its discretion, including but not limited to a Certificate of Incumbency. When a specimen signature is provided for an Authorized Individual (the name and title of the individual must also be clearly printed adjacent to or under the specimen signature), the Client authorizes any PNC Entity to attach those signatures to a PNC approved form on behalf of the Client and confirms the PNC Group may utilize the same as specimen signature for all purposes authorized by the Collective Banking Resolutions. **The Client acknowledges that a PNC Entity may determine, in its discretion, not to establish accounts or other services and may suspend some or all transactions until such time as that PNC Entity is in receipt of acceptable specimen signatures.** Upon Request by a PNC Entity, the Client shall promptly supply to the requesting PNC Entity specimen signatures of any Authorized Individual or person appointed under a Supplemental Resolution and authorizes the Bank to incorporate those specimens into a PNC approved form of the Collective Banking Resolutions. **If signature specimens are requested by a PNC Entity, that PNC Entity may suspend some or all activities until specimen signatures have been supplied.**

#### **PART D: DEPOSITORY AND TREASURY MANAGEMENT SERVICES**

1. **Authorization of Depository.** The Bank is designated a depository of the Client and is authorized to accept monies, wire and other electronic fund transfers, checks, drafts, notes, acceptances or other evidences of indebtedness for deposit, or for collection by the Bank and deposit upon receipt of payment therefore by the Bank, (including deposits and collections of payments in such foreign currencies as the Bank may accept from time to time), to the credit of the Client in such deposit account or accounts as the Client may have with the Bank (each an "Account"), without the endorsement of the Client appearing thereon, and Client promises to pay the Bank for any Items (defined below) that are returned for lack of endorsement. Authorized Individuals are authorized to open or close Accounts, and to instruct the Bank as to the disposition of funds in any Account to be closed, all by written instruction to the Bank, (electronically or otherwise), by any one such person. These resolutions and authorizations shall apply to all existing and future Accounts and may include Accounts denominated in one or more foreign currencies.

2. **Authorization to Open and Close Accounts, Obtain Treasury Management Services, and Delegate Authority.** In addition to any other authorities and powers granted in the Collective Banking Resolutions, each Primary Authorized Individual shall have the ability to: (i) open and close Accounts; (ii) obtain, change, modify or terminate treasury management services in the sole discretion of the Authorized Individual including, without limitation, services for the initiation or origination of transactions, transfers or withdrawals of funds from or to the Accounts, either in United States dollars or in such foreign currencies as Bank may make available from time to time; (iii) to designate, in writing, other persons who are authorized to obtain such treasury management services or to enter into such transactions or to give instructions to the Bank with respect to such services or transactions; and (v) take any other actions authorized by the Master Resolutions. The Authorized Individuals will execute and provide such documentation as the Bank may require in furtherance of these activities.

3. **Signing Checks, Instruments and Withdrawal Orders, Performing Electronic Transactions and Delegating Authority.** Any Any Primary Authorized Individual is authorized to sign, execute, deliver and negotiate checks, drafts, bills of exchange, acceptances and other instruments or withdrawal orders or drawn on the Accounts of the Client with the Bank ("Items") and to delegate such authority to other persons. Any person authorized to sign, execute, deliver or negotiate Items by and through authority directly granted under the Collective Banking Resolutions, or by and through delegation of authority by a Primary Authorized Individual, (each being an "Authorized Signer"), must first provide a specimen signature acceptable to the PNC Group which shall first be affixed to and appear on the account signature card for Accounts. As confirmation of the authority of such persons, the account signature card shall be executed by a Primary Authorized Individual, or such other individual as may be acceptable to the PNC Group.

Any Primary Authorized Individual is authorized to perform electronic transactions related to Accounts and to delegate such authority to other persons. Client acknowledges it is solely responsible for establishing, overseeing and administering all entitlements and authorizations to perform electronic transactions.

**ANY SPECIAL OR COMPLEX SIGNER REQUIREMENTS ARE NOT ENFORCEABLE WITH REGARD TO AUTHORIZED SIGNERS SIGNING, EXECUTING OR DELIVERING ITEMS.**

4. **Authorization for Use of Facsimile Signature.** Use of facsimile signatures, including but not limited to facsimile signature made by computer, machine or other mechanical device, or rubber stamp is authorized for any signatures provided on account signature cards. The Bank is hereby requested, authorized and directed to honor any and all items bearing a facsimile signature of any person listed on a signature card given by Client to the Bank. The Client assumes full responsibility for all payments made by the Bank in good faith reliance upon such facsimile signature(s) and the Bank shall be entitled to pay and charge to the account of the Client any and all such Items, regardless of by whom or by what means such facsimile signature(s) thereon may have been affixed thereto. The Bank is authorized to make payments from Accounts, upon and according to such Items and other written instructions, whether given by manual or facsimile signature, in each case regardless of whether payment is requested to be made to the order of or for the benefit of, or whether payment is to be deposited to the individual credit of or tendered in payment of the obligation to the Bank of, the person making the withdrawal or transfer or any Authorized Individual.

Note:

For **Partnerships**, all general partners must sign unless the partnership agreement outlines other signing authorities

For **Limited Liability Companies**, all members must sign unless the operating agreement identifies one or more managers, in which case the managers must sign.

For **Corporations, Unincorporated Associations and Other Organizations**: The Secretary, must sign as attesting officer.

If the Secretary, as the attesting officer, is also granted authorization to act in Part C, then one other authorized representative must sign below.

☒ **By checking this box, you are attesting that there is no Corporate Secretary.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have hereunto set their hands and seals this  
(Date).

**ATTESTATION:**

Client Name: City of Huntsville

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-094

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**Department:** Administration

**Subject:**

**Type of Action:** Approval/Action

Resolution setting Bond for the City Clerk and the Director of Finance of the City of Huntsville.

**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:**

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

**Additional Comments:**







# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2753

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**Department:** Administration

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

Resolution setting Bond for the City Clerk and the Director of Finance of the City of Huntsville.

**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:**

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

**Additional Comments:**

## RESOLUTION NO. 23-232

**WHEREAS**, Ordinance No. 23-155 and Ordinance No. 89-79, as amended, assign to the Director of Finance in the City of Huntsville the obligation to fulfill all duties, responsibilities, and authorities of the Offices of City Clerk and City Auditor as defined by state law;

**WHEREAS**, the Director of Finance shall be appointed by the Mayor subject to the approval of the City Council as provided by law, such appointment to the position of Director of Finance shall be inclusive of appointment to the offices of City Clerk and City Auditor as designated in Ordinance No. 23-155, dated March 9, 2023.

**WHEREAS**, consistent with state law, Ordinance No. 23-155 requires the Director of Finance and the City Clerk to 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;

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

**Section 1.** The sum of the official bond for the position of City Clerk is hereby set in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00). When the position is being filled on an interim basis or on an acting basis the amount of the bond shall be the same, that is, \$50,000.00.

**Section 2.** The sum of the official bond for the position of Director of Finance is hereby set in the amount of One Million and 00/100 Dollars (\$1,000,000.00). When the position is being filled on an interim basis or on an acting basis the amount of the bond shall be the same, that is, \$1,000,000.00.

**ADOPTED** this the 23rd day of March, 2023.

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

**APPROVED** this the 23rd day of March, 2023.

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Mayor of the City of Huntsville,  
Alabama



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-095

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**Department:** City Council

**Subject:**

**Type of Action:** Approval/Action

Resolution to approve the reappointment of Judge Sybil Cleveland as full-time judge to the Municipal Court of the City of Huntsville for a term of four years with a term to begin May 27, 2023.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** \$ 205,940.80

**Total Cost:** \$ 205,940.80

**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. \_\_\_\_\_**

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

1. That Sybil Denise Cleveland, an attorney licensed to practice law in the State of Alabama, and who is a qualified elector of the State, is hereby re-appointed as a full-time Judge of the Municipal Court of Huntsville, Alabama, for a term of four (4) years, which term shall begin May 27, 2023, and continue thereafter through May 26, 2027 and thereafter until her successor is appointed and qualified.

2. That the salary of Sybil Denise Cleveland, as full-time Judge of said Court for said term, shall be the same as an employee of the City of Huntsville classified at Salary Grade 24, Step 21, currently \$194,043.20, annually, and payable bi-weekly, plus such allowances and benefits, including cost of living adjustments, as are otherwise provided by ordinance or resolution for such full-time Judge.

3. That, Sybil Denise Cleveland, as full-time Judge of the Municipal Court of the City of Huntsville, Alabama, shall not be employed in any other capacity by the City during her term of office, and shall not during such service receive any remuneration for her judicial service except as may otherwise be permitted by ordinance of the City.

4. In the event Sybil Denise Cleveland is designated as Presiding Judge of the Municipal Court by the Mayor of the City, as provided by law, she shall receive compensation identical to that received by an employee of the City of Huntsville classified as Salary Grade 24, Step 25, currently \$205,940.80.

**ADOPTED** this the \_\_\_\_ day of \_\_\_\_\_, 2023.

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

**APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-096

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**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a contract between the City of Huntsville and the low bidder, SJ&L General Contractor, L.L.C., for Sidewalk Installation-Various Locations, Project No. 71-23-SW01.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 3080-71-00000-528000-00000000

**City Cost Amount:** \$1,346,748.27

**Total Cost:** \$1,346,748.27

**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:**

To award a construction contract to low-bidder, SJ&L for various new sidewalk construction projects throughout the City. Ten (10) projects for approximately three miles of new sidewalks infrastructure in the total contract amount of \$1,346,748.27.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2649

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**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a contract between the City of Huntsville and the low bidder, SJ&L General Contractor, L.L.C., for Sidewalk Installation-Variou Locations, Project No. 71-23-SW01.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 3080-71-00000-528000-00000000

**City Cost Amount:** \$1,346,748.27

**Total Cost:** \$1,346,748.27

**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:**

To award a construction contract to low-bidder, SJ&L for various new sidewalk construction projects throughout the City. Ten (10) projects for approximately three miles of new sidewalks infrastructure in the total contract amount of \$1,346,748.27.



## RESOLUTION NO. 23-

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a contract between the City of Huntsville and the low bidder, SJ&L General Contractor, L.L.C., in the amount of ONE MILLION THREE HUNDRED FORTY-SIX THOUSAND SEVEN HUNDRED FORTY-EIGHT AND .27/100 DOLLARS (\$1,346,748.27) for Sidewalk Installation-Various Locations, Project No. 71-23-SW01, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Contract between the City of Huntsville and SJ&L General Contractor, L.L.C., for Sidewalk Installation-Various Locations, Project No. 71-23-SW01", consisting of a total of one (1) page plus seventy-one (71) additional pages consisting of Attachments A1-L, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama" and "E-Verify Statement", and the date of March 23, 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 23rd day of March, 2023.

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

**APPROVED** this the 23rd day of March, 2023.

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Mayor of the City of Huntsville,  
Alabama

**CONTRACT BETWEEN CITY OF HUNTSVILLE  
AND  
SJ&L GENERAL CONTRACTOR, L.L.C.  
FOR  
SIDEWALK INSTALLATION-VARIOUS LOCATIONS  
PROJECT NO. 71-23-SW01**

~~~~~  
**STATE OF ALABAMA}  
MADISON COUNTY}**

THIS CONTRACT, made and entered into this 23rd day of March, 2023, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and SJ&L GENERAL CONTRACTOR, L.L.C., sometimes referred to herein as Contractor.

**-WITNESSETH-**

WHEREAS, the City desires to install, construct or make certain improvements known as Sidewalk Installation-Variou s Locations, Project No. 71-23-SW01, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this contract, and

NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials and equipment for the doing of the same, all to be done in accordance with such details, plans, specifications and general requirements hereto attached and made a part of this contract.

FOR THE PERFORMANCE of such work, the City agrees to pay the Contractor as follows per Attachment "A1".

\_\_\_\_\_  
SJ&L General Contractor, L.L.C.

BY: \_\_\_\_\_  
Tommy Battle, Mayor

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Shaundrika Edwards  
City Clerk

\_\_\_\_\_  
City Council President

DATE: March 23, 2023

**SIDEWALK INSTALLATION-VARIOUS LOCATIONS**  
**PROJECT NUMBER 71-23-WP01**

**CITY OF HUNTSVILLE, ALABAMA**

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| ATTACHMENT "A1" |                                                                                                                                            | 3/7/23  |          |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|
| ITEM #          | DESCRIPTION                                                                                                                                | BID QTY | BID UNIT |
|                 | SIDEWALK INSTALLATION-VARIOUS LOCATIONS                                                                                                    |         |          |
|                 | Project No. 71-23-SW01                                                                                                                     |         |          |
|                 | BASE BID                                                                                                                                   |         |          |
|                 | DESCRIPTION                                                                                                                                | BID QTY | BID UNIT |
|                 | All prices are to be complete in place to include bedding, backfill, removal and disposal, including hauling of excess soil and materials. |         |          |
| 1               | CONTRACT MOBILIZATION (To be paid for at each project location)                                                                            | 1       | LS       |
| 2               | New City Std. (24") Concrete Curb and Gutter                                                                                               | 200     | LF       |
| 3               | 4" Thick Concrete for new sidewalk and/or traffic islands                                                                                  | 18,000  | SY       |
| 4               | Removal of Concrete Curb and Gutter or Valley Gutter                                                                                       | 100     | LF       |
| 5               | Handicap Ramps, Landings and Flares (All Configurations)                                                                                   | 100     | SY       |
| 6               | Handicap Ramp 6" Wide Concrete Checkwall (Height Varies 0"-6")                                                                             | 50      | LF       |
| 7               | Handicap Ramp DWS Armor-Tile or Approved Equal (Red)                                                                                       | 500     | SF       |
| 8               | New 6" Thick Concrete Driveway Aprons                                                                                                      | 300     | SY       |
| 9               | Removal of Driveway Aprons                                                                                                                 | 300     | SY       |

|    |                                                                                                                                                                                                                                                                                          |     |      |            |             |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|------------|-------------|
| 10 | Removal and Replacement of Single Wing "S" Type Inlet, Top Only, (COH Standard Drawing Nos. DR-120A, DR-120B, and DR-120C - ALL referenced DR Drawings found in the City of Huntsville Engineering Standards for Construction of Public Improvements 1991); Includes Disposal of Spoils) | 10  | EA   | \$1,205.30 | \$12,053.00 |
| 11 | Removal of concrete sidewalk and concrete driveways (Includes Disposal of Spoils)                                                                                                                                                                                                        | 100 | SY   | \$21.70    | \$2,170.00  |
| 12 | Miscellaneous stone backfill                                                                                                                                                                                                                                                             | 200 | CY   | \$50.62    | \$10,124.00 |
| 13 | Unclassified excavation with front end loader, track hoe, or gradall equipment, Disposal of material on-site or reused on-site                                                                                                                                                           | 850 | CY   | \$30.00    | \$25,500.00 |
| 14 | New poured-in-place Reinforced Concrete Retaining Wall (complete-in-place) (Less than 20 CYS)                                                                                                                                                                                            | 10  | CY   | \$747.29   | \$7,472.90  |
| 15 | Removal of Concrete Retaining Wall (including disposal off-site and measured-in-place)                                                                                                                                                                                                   | 5   | CY   | \$150.00   | \$750.00    |
| 16 | TYPE "A" Silt Fence per ALDOT Spec #665 (includes materials, installation, maintenance and removal)                                                                                                                                                                                      | 500 | LF   | \$6.00     | \$3,000.00  |
| 17 | 4' High Residential Chain Link Fencing to include removal and reset                                                                                                                                                                                                                      | 50  | LF   | \$42.19    | \$2,109.50  |
| 18 | Clearing and Grubbing Light - lawns, rights-of-ways, shrubs, grassy fields and pasture land, minimum underbrush, trees 10" diameter or smaller, up to 5 trees/acre                                                                                                                       | 5   | ACRE | \$3,615.91 | \$18,079.55 |
| 19 | Type 1, Steel Beam Guardrail, Class A                                                                                                                                                                                                                                                    | 20  | LF   | \$48.21    | \$964.20    |
| 20 | Guardrail End Anchors                                                                                                                                                                                                                                                                    | 2   | EA   | \$6,327.84 | \$12,655.68 |

|                                                             |                                                      |       |    |             |                       |
|-------------------------------------------------------------|------------------------------------------------------|-------|----|-------------|-----------------------|
| 21                                                          | Drums                                                | 50    | EA | \$78.34     | \$3,917.00            |
| 22                                                          | 36" Cones                                            | 100   | EA | \$28.93     | \$2,893.00            |
| 23                                                          | Road Signs per ALDOT 740B to include posts installed | 400   | SF | \$18.08     | \$7,232.00            |
| 24                                                          | Topsoil Cubic Yards (CY), Loose Truck Measurement    | 1,000 | CY | \$35.00     | \$35,000.00           |
| 25                                                          | Seed and Straw to include fertilizer                 | 2,000 | SY | \$6.90      | \$13,800.00           |
| 26                                                          | Tifton Bermuda Sod (in-place)                        | 2,000 | SY | \$7.23      | \$14,460.00           |
| 27                                                          | Four Bar Handrail (see Attachment "S")               | 100   | LF | \$120.53    | \$12,053.00           |
| 28                                                          | Repair and Replace Existing Damaged Irrigation       | 500   | LF | \$30.13     | \$15,065.00           |
| 29                                                          | Mailboxes to include removal and reset               | 10    | EA | \$250.00    | \$2,500.00            |
| 30                                                          | Fire Hydrant                                         | 2     | EA | \$16,565.37 | \$33,130.74           |
| 31                                                          | Utility Adjustment                                   | 10    | EA | \$860.55    | \$8,605.50            |
| <b>TOTAL BASE BID PRICE</b> (for evaluation purposes only): |                                                      |       |    |             | <b>\$1,346,748.27</b> |

**Basis of payment will be determined by multiplying the measured in place quantities determined in the field by the contract bid unit prices.**

Company SJC General Contractor LLC  
 Signature [Signature]  
 Date 3/7/23



## ATTACHMENT "B"

PROPOSAL

TO: THE CITY OF HUNTSVILLE

Public Services Building  
320 Fountain Circle  
Huntsville, Alabama

PROPOSAL OF STJL General Contractor, LLC  
(NAME)  
2317 Meridian Street #25 Huntsville AL 35811  
(ADDRESS)

TO MAKE CERTAIN IMPROVEMENTS ENTITLED:

**SIDEWALK INSTALLATION-VARIOUS LOCATIONS  
PROJECT #71-23-SW01**

FOR THE CITY OF HUNTSVILLE, ALABAMA.

**GENTLEMEN:**

The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama). It is **MANDATORY** that any and all addenda be acknowledged by the undersigned bidder on Attachment "C" which must be submitted with bid package; otherwise, bid shall be rejected.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

Contractors are authorized to download quantities, Attachment "A", or quantity revisions from COH Engineering website and paste to a CD-RW (preferably in a live/flash drive format) of their choice which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copies, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804 ATTN: Mary Ridgeway.

The undersigned bidder understands that the Contract Time for completion of all work is one hundred eighty (180) calendar days.



**SIDEWALK INSTALLATION-VARIOUS LOCATIONS  
PROJECT #71-23-SW01  
PAGE TWO**

**THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:**

All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond, each in the amount of 100% of the contract amount. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding \$10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

DATED: March 7<sup>th</sup>, 2023.

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)  
SIGNATURE OF BIDDER n/a

BY

n/a

ADDRESS OF BIDDER n/a

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

n/a n/a  
n/a n/a

OUR CONTRACTOR'S STATE LICENSE NO. IS 38374

(IF A CORPORATION)  
SIGNATURE OF BIDDER

BY Jacky Eades - Vice President

BUSINESS ADDRESS 2317 Meridian Street # 25 Huntsville AL 35811

INCORPORATED UNDER THE LAWS OF THE STATE OF Alabama

NAMES PRESIDENT Lisa Eades

OF Vice President SECRETARY Jacky Eades

OFFICERS TREASURER \_\_\_\_\_

**MANDATORY ACKNOWLEDGEMENT OF ADDENDA:** Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. Acknowledgement of receipt of addenda is mandatory using Attachment "C" and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates.

**ATTACHMENT "C"**

**SIDEWALK INSTALLATION-VARIOUS LOCATIONS  
PROJECT #71-23-SW01**

**MANDATORY ACKNOWLEDGEMENT OF ADDENDA**

Acknowledgement of receipt of Addenda is Mandatory. Failure to acknowledge receipt/download from website shall be cause for rejection of the bid. By signing below, Bidder acknowledges receipt of Addenda and the date received.

| <u>ADDENDUM NO.</u> | <u>DATE<br/>RECEIVED/DOWNLOADED<br/>FROM WEBSITE (if<br/>applicable)</u> |
|---------------------|--------------------------------------------------------------------------|
| 1                   | 2/24/23                                                                  |
| 2                   | 3/3/23                                                                   |
| —                   | —                                                                        |
| —                   | —                                                                        |
| —                   | —                                                                        |

COMPANY JJ&L General Contractor, LLC

SIGNATURE [Signature]

TITLE Vice-President

DATE 3/7/23

**ATTACHMENT "D"**

**SIDEWALK INSTALLATION-VARIOUS LOCATIONS  
PROJECT #71-23-SW01**

**SUBCONTRACTOR'S LISTING**

All subcontractors must be approved in writing by Owner. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. Contractor shall immediately notify Mary Ridgeway via email at [mary.ridgeway@huntsvilleal.gov](mailto:mary.ridgeway@huntsvilleal.gov) and the Owner's project inspector of any changes to subcontractor list for the duration of the project.

| <u>TASKS TO BE PERFORMED</u>                | <u>SUBCONTRACTOR NAME</u> | <u>LICENSE NO.</u> | <u>ADDRESS</u> | <u>ITEM #'S OF WORK TO BE PERFORMED</u> |
|---------------------------------------------|---------------------------|--------------------|----------------|-----------------------------------------|
| Surveying/Layout                            |                           |                    |                |                                         |
| Permitting                                  |                           |                    |                |                                         |
| Clearing & Grubbing                         |                           |                    |                |                                         |
| Erosion Control                             |                           |                    |                |                                         |
| Traffic Control                             |                           |                    |                |                                         |
| Excavation                                  |                           |                    |                |                                         |
| Concrete                                    | Whitworth                 |                    | Huntsville AL  | Concrete                                |
| Storm Drainage                              |                           |                    |                |                                         |
| Sanitary Sewer                              |                           |                    |                |                                         |
| Shoring/Monitoring                          |                           |                    |                |                                         |
| Retaining Walls                             |                           |                    |                |                                         |
| Bridges                                     |                           |                    |                |                                         |
| Railroads                                   |                           |                    |                |                                         |
| Traffic (signals, loops)                    |                           |                    |                |                                         |
| Street Lights                               |                           |                    |                |                                         |
| Electrical                                  |                           |                    |                |                                         |
| Water                                       |                           |                    |                |                                         |
| Asphalt                                     |                           |                    |                |                                         |
| Landscaping (Trees, grassing)               |                           |                    |                |                                         |
| Irrigation                                  |                           |                    |                |                                         |
| Striping                                    |                           |                    |                |                                         |
| Sewer Testing                               |                           |                    |                |                                         |
| Guardrails                                  | AL Guardrail              |                    | Cleveland AL   | Guardrail                               |
| Handrails                                   | TN Valley Fence           |                    | Huntsville AL  | Fence / Handrails                       |
| Painting                                    |                           |                    |                |                                         |
| Special (fencing, benches, dewatering etc.) |                           |                    |                |                                         |
| Mechanical                                  |                           |                    |                |                                         |
| SCADA                                       |                           |                    |                |                                         |
| Other                                       |                           |                    |                |                                         |

## Attachment E

for  
Project #71-23-SW01

Contractor shall provide at least five(5) references including NAME OF PROJECT, Owner Name, address, phone number and contact name that demonstrates contractor's ability on similar projects.

1. Diamond Drive Sidewalk Improvements  
G.W.Jones & Sons Consulting Engineers  
401 Franklin Street  
Huntsville, Alabama  
Mr. Mark Yokely (256)533-3311
2. Mt. Zion Road Improvements ACGBBR7-4500 (205) Madison County  
Alabama Department Of Transportation  
1409 Coliseum Blvd.  
Montgomery, Alabama 36130  
Mr. Royce Latham (256)746-0787
3. Parkview Medical Center Improvements  
Burkett Construction Company  
P.O. Box 1441  
Huntsville, Alabama 35807  
Mr. Lee Burkett (256) 536-9351
4. Wetland Mitigation-Redstone Arsenal  
Chugach Support Services  
4373 c-1 Digney Road  
Redstone Arsenal, Alabama 35898  
Mr. David Olinburg (256) 882-0038
5. Roadway Improvements  
Mr. Stan Hogan  
698 Hines Street  
Athens, Alabama  
Mr. Stan Hogan-HMCAA (256)679-7152

## ATTACHMENT "F"

Pre-bid meeting to be held on Tuesday, February 21, 2023, at 10:00 a.m. in the 1st Floor Conference Room at 320 Fountain Circle, Huntsville, AL 35801.

NOTICE TO CONTRACTORS

**WANTED:** Sealed bids in duplicate for the construction of: Sidewalk Installation-Various Locations, more particularly known as Project No. 71-23-SW01

Description of Project: Sidewalk Installation at various locations.

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) and 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 and 34-8-9(amended 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. A copy of the above Codes may be obtained from the OWNER (City of Huntsville). No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's license and classification must appear on the outside of the bid envelope along with the general contractors name and address, project name and number and date and time of bid opening. Section 39-3-5 Code of Alabama has been amended as follows:

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

This project, Sidewalk Installation-Various Locations, more particularly known as Project No. 71-23-SW01 requires the contractor to possess a State of Alabama Classification of (HS) Highways & Streets or (MU) Municipal & Utility.

After proposals are opened and read, they will be compared on the basis of the summation of the products or approximate quantities shown in Attachment "A", multiplied by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. A proposal will not be considered unless signed by the bidder or his authorized agent and accompanied by cashier's check or properly signed bid bond, as required by law.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost of the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project will be received at the City of Huntsville Public Services Building, 320 Fountain Circle, in the 2nd Floor in the Conference Room, on the 28th day of February, 2023, until 10:00 a.m. Each bid shall be accompanied by Bid Bond in the amount of five percent of the bid. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. Contract Document Order of Precedence shall be as follows:

1. Addenda
2. General Requirements (Instructions to Bidders and Bid Proposal including Attachments)
3. Supplement to General Requirements
4. Drawings / City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects 1991
5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates)
6. Special Conditions
7. Current ALDOT Specifications

Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: <http://www.huntsvilleal.gov/government/departments/engineering-department/>. Plans and proposals can be downloaded from our website at no cost: [www.huntsvilleal.gov/engineeringbids](http://www.huntsvilleal.gov/engineeringbids).



Contractors will be responsible for costs of duplicating their own plans and can choose photocopying facility of their choice. Additionally, Contractors are responsible for checking website for any revisions/updates. Contractor is required to submit pricing, provided by the COH (Attachment "A") and made available for download from the Engineering website, on either a CD-RW (preferably in a live/flash drive format) in the Excel format. The CD-RW (preferably in a live/flash drive format) must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. All bids must be SEALED before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected.

#### 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."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

**ALABAMA IMMIGRATION ACT** (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975))

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in the bid proposal as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

#### ALABAMA ACT 2016-312

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

  
Title: Vice President  
(Signature of authorized individual) "

Advertise date: 2/15/23

# ATTACHMENT "G" SAMPLE FORM

## REQUEST FOR PAYMENT CITY OF HUNTSVILLE ENGINEERING DIVISION

PROJECT NAME AND NUMBER: \_\_\_\_\_

ESTIMATE NUMBER: \_\_\_\_\_ PERIOD FROM: \_\_\_\_\_ TO \_\_\_\_\_  
 CONTRACT DURATION \_\_\_\_\_ DAYS  
 START DATE: \_\_\_\_\_ END DATE: 1/0/00 TOTAL CONTRACT TIME (3) 0 DAYS  
 TIME C.O. # 1 \_\_\_\_\_  
 TIME C.O. # 2 \_\_\_\_\_ CONTRACT DAYS REMAINING 0  
 TIME C.O. # 3 \_\_\_\_\_

TOTAL CONTRACT AMOUNT (1) AS AWARDED \$ - CURRENT \$ -  
 C.O. # 1 \$ -  
 C.O. # 2 \$ -  
 C.O. # 3 \$ -

TOTAL AMOUNT EARNED TO DATE LESS STORED MATERIALS (2): \$ -  
 MATERIAL STORED (INVOICE ATTACHED) \$ -

RETAINAGE (5%) OF 50% OF CONTRACT \$ -

AMOUNT EARNED AFTER RETAINAGE \$ -

LIQUIDATED DAMAGES PER DAY 200

LIQUIDATED DAMAGES ASSESSED TO DATE: \$ -

Amount is in accordance with ALDOT and COH specifications and is based on the contract amount before change orders.  
 Damages, if applicable, will automatically be calculated by subtracting the contract end date from the invoice period end date and multiplying the days by the daily damages amount. Damages will automatically be deducted from amounts otherwise due.

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: \$ -

AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES \$ -

A: % OF TIME ELAPSED: TIME ELAPSED TO DATE \_\_\_\_\_ DAYS  
 TOTAL CONTRACT TIME (3) 0 DAYS  
 B: PROJECT COMPLETION: TOTAL EARNED TO DATE (2) - #DIV/0!  
 TOTAL CONTRACT AMOUNT -  
 C: PROGRESS OF WORK: B - A: =

### CONTRACTORS CERTIFICATE

I, \_\_\_\_\_ the duly qualified, acting and authorized agent for the contractor, on the above project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto, and do further certify that all labor, materials and equipment listed herein have been paid for in full as allowed on all prior estimates and if requested to do so, we will show evidence of payment for the same in writing before the final payment of this estimate. We further certify (if this is the final estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the contract, including any amendments thereto and, upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment of the final estimate (in accordance with the terms of our original contract and all amendments thereto), during which time all terms and conditions of the original contract document shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement, and Indemnifying Agreement as contained in said contract documents.

CERTIFIED FOR PAYMENT ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_  
 BY: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 SIGNED: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
 SIGNATURE

We have checked the quantities and extensions to this estimate, and to the best of our knowledge, the estimate is true and correct.

### APPROVED FOR PAYMENT

BY: \_\_\_\_\_ CONSTRUCTION INSPECTOR  
 BY: \_\_\_\_\_ KATHY MARTIN, CITY ENGINEER  
 OR LYNN MAJORS, ADMINISTRATIVE OFFICER  
 BY: \_\_\_\_\_ PROJECT ENGINEER  
 IF FINAL ESTIMATE, DATE WORK WAS COMPLETED: \_\_\_\_\_

## **ATTACHMENT "H"**

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf)



## ATTACHMENT "I"

## 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): JSR General Contractor, LLC
- City of Huntsville current taxpayer identification number (if available): 16644  
(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<br>(check appropriate box)                                        | Entity I. D. Number<br>& Applicable State            |
|-------------------------------------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Individual or Sole Proprietorship                          | Not Applicable                                       |
| <input type="checkbox"/> General Partnership                                        | Not Applicable                                       |
| <input type="checkbox"/> Limited Partnership (LP)                                   | Number & State:                                      |
| <input type="checkbox"/> Limited Liability Partnership (LLP)                        | Number & State:                                      |
| <input checked="" type="checkbox"/> Limited Liability Company (LLC) (Single Member) | Number & State:<br><u>AL - 38374</u>                 |
| <input type="checkbox"/> LLC (Multi-Member)                                         | Number & State:                                      |
| <input type="checkbox"/> Corporation                                                | Number & State:                                      |
| <input type="checkbox"/> Other, please explain:                                     | Number & State (if a filing entity under state law): |

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, **are not required unless:** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

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

Signature: [Signature] Title (if applicable): Vice President  
 Type or legibly write name: Jacky Eakes Date: 3/7/23

### **Contractor's E-Verify Clause**

Effective May 16, 2012, this notice shall be included in all competitively bid contracts awarded for labor, supplies, or services for the City of Huntsville, Alabama and in the award of all grants or incentives.

#### **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."



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## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and SJ&L General Contractor LLC (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer





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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,





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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **ARTICLE III**

## **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

##### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer SJ&L General Contractor LLC**

**Chris Goodwin**

Name (Please Type or Print)

Title

**Electronically Signed**

**03/02/2012**

Signature

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

**Electronically Signed**

**03/02/2012**

Signature

Date

### Information Required for the E-Verify Program

#### Information relating to your Company:

|                                 |                             |
|---------------------------------|-----------------------------|
| Company Name:                   | SJ&L General Contractor LLC |
| Company Facility Address:       | 2317 Meridian St #25        |
|                                 | Huntsville, AL 35811        |
| Company Alternate Address:      |                             |
|                                 |                             |
| County or Parish:               | MADISON                     |
| Employer Identification Number: | 680569760                   |



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|                                                                                                                                                                                                    |          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| North American Industry<br>Classification Systems<br>Code:                                                                                                                                         | 237      |
| Administrator:                                                                                                                                                                                     |          |
| Number of Employees:                                                                                                                                                                               | 20 to 99 |
| Number of Sites Verified<br>for:                                                                                                                                                                   | 1        |
| <p><b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b></p> <ul style="list-style-type: none"> <li>• ALABAMA 1 site(s)</li> </ul> |          |

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

|                   |                      |             |                  |
|-------------------|----------------------|-------------|------------------|
| Name:             | Chris N Goodwin      | Fax Number: | (931) 438 - 8390 |
| Telephone Number: | (931) 433 - 4660     |             |                  |
| E-mail Address:   | sjandl@bellsouth.net |             |                  |

ATTACHMENT "J"

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

  
\_\_\_\_\_  
Title: Vice President  
(Signature of authorized individual) "



ATTACHMENT "K"

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

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

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

Signature: \_\_\_\_\_

Name of Certifying Official (print): \_\_\_\_\_

Jockey Eakes

Title: \_\_\_\_\_

Vice President

Date of Certification (mm/dd/yyyy): \_\_\_\_\_

3/7/23

## ATTACHMENT "L"

### TRACER WIRE SPECIFICATION

Open-Trench Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core soft drawn tracer wire, 250# average tensile break load, 30 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

Directional Bore or Jacked Installation: direct burial #12 AWG Solid (0.0808" diameter), steel core hard drawn extra high strength horizontal directional drill tracer wire, 1150# average tensile break load, 45 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating.

**SUPPLEMENT TO GENERAL REQUIREMENTS  
FOR  
CONSTRUCTION OF PUBLIC IMPROVEMENTS  
SIDEWALK INSTALLATION-VARIOUS LOCATIONS  
PROJECT #71-23-SW01  
CITY OF HUNTSVILLE, ALABAMA**

## **SUPPLEMENT TO GENERAL REQUIREMENTS**

### **1. GENERAL**

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's State of Alabama license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Failure to provide this will be cause to reject the bid.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost to the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project shall be accompanied by Bid Bond in the amount of five percent (5%) of the amount of the bid not to exceed \$10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. Addenda, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects, the supplemental specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Contract Document Order of Precedence shall be as follows: 1. Addenda; 2. General Requirements (instructions to Bidders and Bid Proposal including attachments); 3. Supplement to General Requirements; 4. Drawings/City of Huntsville Standard Specifications for Construction of Public Improvements Contract Projects, 1991; 5. Supplemental Specifications (Earthwork, Chain Link Fences, and Gates); 6. Special Conditions; and 7. Current ALDOT Specifications. All bid openings and any scheduled pre-bid conferences are open to the public and will be held in the Public Services Conference Room on the 1st Floor at 320 Fountain Circle, Huntsville, Alabama, unless otherwise noted.

All references to OWNER shall mean City of Huntsville, Alabama. All references to City Engineer shall mean OWNER.

### **2. PROPOSAL PREPARATION**

(A) Proposal Form. The bidder's proposal must be submitted on the complete original proposal form furnished him by the City. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

(B) Details. On the proposal form, the bidder shall enter in numbers a unit price and the extended amount bid (unit price x quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. On lump sum items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item free, then he shall enter 0 (zero) in both the unit price column and amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form. All figures shall be legibly shown in ink or typed. Any interlineation, erasure or other alteration of a figure shall be initialed by the signer of the proposal. The City will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

(C) Signing. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation or by an agent of the Contractor legally qualified and acceptable to the City. If the proposal is made by an individual, his name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown. The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

(D) Irregular Proposals. Proposals will be considered irregular and will be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an alternate, the alternate being bid by the Contractor), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Bids that are not signed will be considered non-responsive and will be rejected. No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals may be rejected at any time prior to the execution of the contract. Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project.

(E) Delivery of Proposals. Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Work" and so marked as to indicate the project name, project number, bidder name, and State license number. Proposals will be received by the OWNER or his representative unless otherwise provided until the hour and date set in the notice to Contractors for the opening thereof. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned. No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals that are mailed should be sent to the attention of: Engineering Procurement & Contracts Coordinator, 320 Fountain Circle, 2nd Floor Engineering Department, Huntsville, AL 35801.

### **3. QUANTITIES**

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the proposal. Any substantial changes requiring an increase must be approved by change order prior to work and authorized by City Council Action. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. See Attachment "A" - Bid Quantities or revised Attachment if quantities have changed after pre-bid meeting.

### **4. CHANGE ORDERS**

#### **(A) Changes in the Work**

Without invalidating the agreement, the owner may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. A change order signed by the contractor indicates his agreement.

The OWNER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These may be accomplished by a field order.

Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time, except in the case of an emergency.

The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed and work performed in an emergency and any other claim of the contractor for a change in the contract time or the contract price which shall be approved by the OWNER.

It is the contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The contractor will furnish proof of such adjustment to the owner.

#### **(B) Change of Contract Price.**

The contract price may only be changed by a change order. Any claim for additional compensation shall be based on written notice delivered to the Owner and Engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price. The owner may at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (1) in the specifications (including drawings and designs); (2) in the method or manner of performance of the work; (3) in the owner-furnished facilities, equipment, materials, services, or site; or (4) directing acceleration in the performance of the work. Any other written order or an oral order from the owner which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

### **(C) Change in the Contract Time.**

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to the owner and engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by OWNER if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order. The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim as provided above. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the contract documents are of the essence of the agreement. The provisions shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party. No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

### **(D) Time extension for abnormal weather conditions**

In order for the owner to award a time extension for abnormal weather, the following conditions must be satisfied:

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without fault or negligence of the contractor.

The following table of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) and similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's normal progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. The contractor's bid shall include the impact of the anticipated lost days in his quotation for the time he is to be on site.

| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 11  | 8   | 6   | 4   | 4   | 5   | 6   | 4   | 4   | 3   | 4   | 8   |

Actual adverse weather delay days must prevent work on critical activities for 50% or more of the contractor's scheduled work day before it is considered a weather delay day.

### **5. MAINTAIN OFFICE**

The successful contractor shall establish an office in Huntsville, Alabama, with telephone service, and shall maintain close liaison with the OWNER.

### **6. SUBCONTRACTORS**

The prime contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the OWNER and shall be properly licensed as required by Alabama State Law. (Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996)) A list of all subcontractors proposed for use on the project shall be provided to the OWNER at the time that bids are received. This document will be known as ATTACHMENT "D". Lien waivers will be required from all subcontractors at the time of submittal of the final payment request. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

All subcontractors must be approved in writing by Owner. If the subs listed on Attachment "D" are approved by the Owner, you will be notified in your notice to proceed. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. See Section 39 for Correction to City of Huntsville Standards Specifications for Construction.

### **7. BID BOND**

Accompanying this proposal is a certified check or original signed, dated and sealed bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices, not exceeding \$10,000.00 dollars, payable to the City of

Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

**8. N/A**

**9. LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 24.)**

The Contractor shall provide and maintain comprehensive general public liability insurance protecting the Contractor and the City against claims arising out of or resulting from the Contractor's operation under his contract for personal injury or property damage with minimum combined single limits of \$1,000,000, whether such operations are performed by himself, or by anyone directly or indirectly employed by them. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available. In addition, a copy of the policy may be requested upon award. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of work and said certificate shall provide that policies will not be altered or canceled until at least 30 days prior written notice has been given to the City.

The Contractor shall indemnify and hold the OWNER, its officers and employees harmless from any suits, claims, demands, damages, liabilities, costs and expenses including reasonable attorney's fees, arising out of or resulting from the performance of the work. Certificates of Insurance are required naming the City as the Certificate Holder. The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804, Attention: Mary Ridgeway.

**10. LICENSES AND CLASSIFICATIONS**

In order to receive the award of this contract, the Contractor/Subcontractor(s) shall be required to possess a valid general contractor's license in accordance with Code of Alabama §§34-8-2 (1975) and (1996 amended) Code of Alabama as stated in Section 1 above. This general contractor's license shall be a State of Alabama general contractor's license and shall be maintained throughout the term of this contract. A valid City of Huntsville license shall also be maintained throughout the term of this contract by the Contractor/Subcontractor(s).

The required classification for this project is stated in the Notice to Contractors also known as Attachment "F".

**11. PERMITS**

Additionally, the contractor shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein. A City of Huntsville Contractor's License must be obtained from the City of Huntsville Inspection Department at the time signatures are obtained on contracts. A copy of City of Huntsville license shall be provided to the OWNER at the time the contract is executed. If project requires an ADEM permit, the Contractor is responsible for transferring the ADEM permit from the City of Huntsville to the Contractor upon award of bids.

**12. PAYMENT**

The OWNER agrees to pay the Contractor as follows: Once each month per project. The OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Owner reserves the right to withhold payments for, but not limited to: a) defective work not remedied or defective materials not removed from site; b) claims filed, or reasonable evidence indicating imminent filing of claims against the Contractor; c) failure of the Contractor to make payments properly to subcontractors for labor, materials and equipment; d) a reasonable doubt that the Contract can be completed for the balance then unpaid; e) damage to another Contractor; f) performance of work in violation of the terms of the Contract; g) expiration of Contract time. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy. A sample copy of the invoice is attached as Attachment "G". Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month to the Administrative Officer in the Engineering Department. No further retainage will be held after fifty percent (50%) of the contract is complete. All payments to Contractor will be made as soon as practical after the approval and finance processes have been completed. SEE SECTION 32 FOR INFORMATION ON FINAL PAYMENT.

**13. N/A**

#### **14. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, and SITE WORK**

Before submitting a proposal, bidders shall examine carefully the site of the proposed work, the general and local conditions, the proposal form, standard specifications, supplemental specifications, special provisions, all addenda, and the bid bond form, and it is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the conditions to be encountered in performing the work, and to the requirements of plans, standard specifications, supplemental specifications, special provisions, contract, and bonds. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Boring logs and other records of subsurface investigations may be available for inspection by bidders. Bidders shall request such records if they are not otherwise provided with bid documents. If available, it is understood that such information was obtained and is intended for the City of Huntsville's design and estimating purposes only. It is made available to bidders that they may have access to identical subsurface information available to the City, and is not intended as a substitute for personal investigation, interpretations and judgment of the bidders. Bidders are advised that the City disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the bidder's sole responsibility.

The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, or error omission which the Contractor may discover with respect to these documents before proceeding with the affected work. The issuance or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including drawings and specs for the project which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, the OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not, rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

#### **15. INCLUSIONS TO CONTRACT**

The parties further agree that the advertisement for bids, instructions to bidders, contractor's proposal, plans and specifications, general requirements, supplement to general requirements and general terms and conditions, together with any addenda thereto, made prior to submission of the contractor's proposal and all modifications agreed to by the parties and issued after the execution of this contract are a part of this contract as if fully set out herein.

#### **16. COMMENCEMENT OF WORK**

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

#### **17. CONTRACT TIME**

All work is to be completed within the allotted time of the original contract, which is stated in the bid proposal documents, unless a valid change order has been issued which alters the contract time period.

#### **18. LIQUIDATED DAMAGES**

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12.). Attachment "G" – Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.



**Section 80.11 – "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:**

| Original Contract Amount |                  | Liquidated Damages Daily Charge |          |
|--------------------------|------------------|---------------------------------|----------|
| More Than                | To and Including | Calendar Day or Fixed Date      | Work Day |
| \$ 0                     | \$ 100,000       | \$ 200                          | \$ 400   |
| \$ 100,000               | \$ 500,000       | \$ 550                          | \$ 1,100 |
| \$ 500,000               | \$ 1,000,000     | \$ 900                          | \$ 1,800 |
| \$ 1,000,000             | \$ 2,000,000     | \$ 1,350                        | \$ 2,700 |
| \$ 2,000,000             | .....            | \$ 1,550                        | \$ 3,100 |

When the

the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

**19. STORAGE OF MATERIALS**

The Contractor shall not permit the storage of materials on or use of any property outside the right-of-way easement or property identified as the project site.

**20. TRAFFIC FLOW**

The Contractor shall be responsible for the uninterrupted, orderly and safe flow of traffic around, on, over or across the project site.

**21. TERMINATION FOR CONVENIENCE**

A. The City may for any reason whatever terminate performance under this Contract in whole or in part by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the full or partial termination becomes effective.

B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts and shall not purchase any additional supplies, equipment or materials for the Work, and shall make every effort to mitigate the costs of termination. The Contractor shall settle the liabilities and claims arising out of their termination of subcontracts and orders. The City may direct the Contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City or its designee and may direct the Contractor to take steps to preserve the Work in place at the time of the termination.

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

D. (1) The Contractor shall submit a termination claim to the City and the Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within six (6) months from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (3) below.

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

(3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(a) Contract prices for labor, materials, equipment and other services accepted under this Contract.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would not have profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any. Costs incurred in performing the terminated portion of the work must have been incurred prior to the effective date of the termination.

- (c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs shall not include amounts paid in accordance with other provisions hereof.

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

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

## **22. TERMINATION FOR CAUSE**

- A. If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or material, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.
- B. If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the additional professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.
- C. In the event the employment of the Contractor is terminated by the City for cause pursuant to Paragraph A and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the provisions of the Termination for Convenience clause shall apply.

## **23. UNBALANCED BIDS**

The City may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items. A bid is materially unbalanced when it is based on prices which are significantly overstated or understated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid.

## **24. ADDITIONAL INSURANCE REQUIREMENTS**

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

### **A. MINIMUM SCOPE OF INSURANCE**

#### **1. General Liability**

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

Commercial General Liability

Products and Completed Operations

Contractual

Personal Injury

Explosion, Collapse and Underground

Broad Form Property Damage

2. Professional Liability

N/A

3. Automobile Liability

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

4. Worker's Compensation Insurance

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

5. Employers Liability Insurance

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

**B. MINIMUM LIMITS OF INSURANCE**

1. General Liability

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

|             |                                           |
|-------------|-------------------------------------------|
| \$2,000,000 | General Aggregate Limit                   |
| \$2,000,000 | Products - Completed Operations Aggregate |
| \$1,000,000 | Personal and Advertising Injury           |
| \$1,000,000 | Each Occurrence                           |

2. Professional Liability

N/A

3. Automobile Liability

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

4. Worker's Compensation

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

5. Employers Liability

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

**C. OTHER INSURANCE PROVISIONS**

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the project in question, then the minimum limits shall apply. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

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

1. General Liability and Automobile Liability Coverages Only:

a. The Owner, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interest may appear, as respects: liability arising out of activities performed by or on behalf of the contractor, architect, engineer, land surveyor or consulting firm for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of

protection afforded to the Owner, its officers, employees, agents or specified volunteers.

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

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## **2. All Coverages**

a. The Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will require ten (10) day's written notice to the Owner.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees, agents or specified volunteers.

## **D. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B + V.

## **E. VERIFICATION OF COVERAGE**

The Owner shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature.

## **F. SUBCONTRACTOR WORKING FOR GENERAL CONTRACTOR, OR ARCHITECT, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD**

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

## **G. HOLD HARMLESS AGREEMENT**

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

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and (2) is caused by any negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

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

**25. DOMESTIC PREFERENCES**

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

**26. TIME IS OF THE ESSENCE**

Time is of the essence in the performance of this contract.

**27. NO DAMAGES FOR DELAYS**

In the event that the Contractor is delayed in the performance of the work for the reasons set forth in §80.09 of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991, then the Contractor's recovery for such delay shall be limited to the extensions of time in contract performance in accordance with the provisions of §80.09 and in §4(c) "Changes in Contract Time" as set forth in the Request for Bids.

In such circumstances, time extensions are the sole remedy provided to the Contractor. The Contractor shall make no claim for extra compensation due to delays of the project beyond his control. Such delays may include those caused by an act of neglect on the part of the owner or the engineer, or by an employee of either, or by any separate contractor employed by the Owner, or by any changes ordered in the work, or by labor disputes, fire, unusual delays in transportation, adverse weather condition not reasonably anticipatable, unavoidable casualties, or by delay specifically authorized by the Owner in writing pending the resolution of any disputes, or by any other cause which the Owner determines may justify delay.

**28. CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION**

The Contractor's attention is specifically directed to §50.07 -Cooperation with Utilities and Non-Highway Public Facilities of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991. In addition to the responsibilities placed on the Contractor by that clause, the Contractor shall be responsible for having existing utilities located prior to excavations. The existence and location of any underground utility pipes or structures shown on these drawings have been obtained by a search of the available records. The City assumes no responsibility as to completeness or accuracy of the depicted location on these drawings. The Contractor shall be responsible for taking precautionary measures to protect the utility lines shown and all other lines not of record or not shown on these drawings by verification of their location in the field prior to the initiation of the work.

**29. CORRECTION TO CITY OF HUNTSVILLE'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS, CONTRACT PROJECTS, 1991**

§80.09 (b) 2. of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991 refers to the definition of recovery time as being set forth in Section 10.01. Inasmuch as this definition was omitted from §10.01, the following definition shall be incorporated:

Recovery Time. Recovery time is defined as the time required, after the controlling item or items of work have been substantially damaged as a result of conditions and causes beyond the control of the Contractor and not due to his negligence of fault, to restore the work to the condition existing prior to such damage so that normal operations can be resumed on the contract pay items. Recovery time shall be the number of days required by the Contractor, working with normal forces, to restore the work as described above.

**30. WARRANTIES**

Contractor shall provide a minimum of one year warranty of all materials and services from date of final acceptance. Additionally, all manufacturer's warranties on materials used in providing the services shall be provided to the owner with the final payment request. Separate warranty bonds may be required on specialty items as determined by the Owner and will be shown as a separate line item in the quantities prior to bidding.

**31. COORDINATION WITH OTHER CONTRACTORS**

It shall be the responsibility of the contractor to coordinate with other separate contractors who may be working on the site or an adjacent site with regards to access to the site, storage of materials and working on a non-interference basis.

**32. W-9 TAXPAYER FORM**

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf)

### 33. FINAL PAYMENT

Final payment to construction contractor will be made after contractor provides the following: advertising of completion for four (4) consecutive weeks, lien waivers have been provided from all subcontractors, Record Drawings (As-Builts) have been submitted to the OWNER by construction contractor, all property pins have been reset by a licensed land surveyor hired by the construction contractor to meet "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors, and all construction signs have been removed. This final payment will be retainage only. All work shall be complete prior to advertisement of completion. Advertisement of completion shall be in a newspaper of general circulation published within the city or county in which the work has been done. The final payment request of retainage only shall be submitted along with two (2) original, certified copies (with raised notary seal) of the advertisement of completion, warranties, lien waivers and Record Drawings. The advertisement of completion must read as follows:

#### LEGAL NOTICE (Header)

(company name) hereby gives Legal Notice of Completion of Contract with (project name), (project no.(s)) located in the City of Huntsville, Alabama. All claims should be filed at (company address) during this period of advertisement, i.e. June 17, 24, July 1, 8, 2011 (example of dates).

### 34. PROJECT COMPLETION DATE

The project completion date will be a date mutually agreed upon by the OWNER and Contractor. This date will be after all items have been completed. Therefore, all work will be complete before any advertisement of completion is made. The completion date will always be before the first advertisement date. This final project completion date will be the date used to determine the one year warranty for all work and materials, unless a separate warranty bond has been called for as a line item prior to bidding.

### 35. RECORD DRAWINGS

#### POLICY FOR RECORD DRAWINGS

The purpose of this policy is to document procedures for the preparation and delivery of Record Drawings. Record Drawings shall include all changes in the plans, including those issued as Change Orders, Plan Clarification, Addenda, Notice to Bidders, responses to Requests for Information, Jobsite Memos, and any additional details needed for the construction of the project, but not shown on the plans. After completion of all construction and before final acceptance is made, the Contractor shall submit one set of full size record drawings with dimensioned changes shown in red pencil, and one digital copy of record drawings using the criteria listed below.

#### City Construction Projects:

The Contractor shall be responsible for field surveying upon substantial completion of construction (to be performed by a registered land surveyor in Alabama). Contractor is responsible for providing digital record drawings showing all info specified below, as applicable. Record drawings shall be maintained by the Contractor at the work site and shall be updated based on job progress to reflect all changes. Record drawings shall be made available for review on a monthly basis at the job site. A monthly review of record drawings will be part of the monthly monetary progress review. Progress payments may be withheld if the Record Drawings are not kept up-to-date. A late review could result in a delay of payment.

#### Format Requirements for all record drawing submittals:

All drawings shall be prepared in Micro Station .DGN format, unless otherwise approved by the City Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files should have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone coordinates as described in The Code of Alabama (1975), section 35-2-1 and NGVD 1929. Digital files shall be submitted on 4-3/4" CD-RW (preferably in a live/flash drive format) ROM, 100 MB zip drive, 3 and 1/2 inch floppy disk, or to the City of Huntsville F.T. P. Site. Contractor is required to certify that record drawings are in the correct format upon submittal. Record Drawings shall be prepared and provided to the OWNER in the manner required and described below in Level Symbolology.

#### Record Drawing Criteria, unless otherwise noted by City Engineer:

##### 1. **Roadways:**

- a. Any changes during construction of roadway/intersections that differ from plan drawings.

##### 2. **Sanitary Sewers:**

- a. Gravity Line
  - i. Horizontal Location of Manholes – Northing and easting Coordinates
  - ii. Vertical Location of Manholes – Lid elevation and Invert elevation.
  - iii. Changes in location of clean outs, or end of service lateral.
  - iv. Changes in length, slope, size, or material of lines.

- b. Force Mains
  - i. Horizontal Location of Air Relief/Vacuum/Isolation Valves – Northing and easting Coordinates
  - ii. Horizontal and Vertical Location of Fittings/Bends
  - iii. Changes in length, size, depth or material of lines
  - iv. Changes in restraint types
- c. Pump Stations
  - i. Changes in Structural Requirements – (length, width, thickness, cover, laps, bar size, spacing, materials, material strengths, etc.)
  - ii. Changes in Site Development and/or Landscaping
  - iii. Changes in Equipment

### 3. Storm Drainage:

- a. Structures (boxes, inlets, end treatments, etc.):
  - i. Horizontal locations of Features – Northing and easting coordinates
  - ii. Vertical location of Features – Tops and Inverts
  - iii. Changes in type, size, or material of feature.
- b. Pipes / Culverts:
  - i. Document length
  - ii. Document slope
  - iii. Document size
  - iv. Document invert elevation
  - v. Changes in material of structure
- c. Flumes, Ditches, and/or Swales/Berms: (the following are minimum requirements).
  - i. Horizontal location (to verify location within described easements)

|                                        |                                                        |
|----------------------------------------|--------------------------------------------------------|
| For easement widths less than 15- feet | At 100-foot intervals along the centerline of feature. |
| For easement widths 15-feet or Greater | At 200-foot intervals along the centerline of feature. |

- ii. Vertical location (to verify positive drainage)

|                            |                                                        |
|----------------------------|--------------------------------------------------------|
| For slopes less than 0.5%  | At 50-foot intervals along the centerline of feature.  |
| For slopes 0.5% or greater | At 100-foot intervals along the centerline of feature. |

- iii. Changes in width or material of feature.
  - iv. Changes in location and type of geotechnical fabric used.
  - v. Changes in overall grading of site topography.
- d. Detention / Retention Facility:
    - i. Changes in size, location, or material of facility.
    - ii. Changes in location and type of geotechnical fabric used.
    - iii. Where applicable, copy of maintenance agreement.

#### Checklist for review of record drawings:

- a. Changes in sidewalk location or size.
- b. Changes in shoulder widths.
- c. Changes in grades at intersections. (also to include changes in island location)
- d. Changes in location of driveway aprons.
- e. Changes in pavement section, to be supported by adequate documentation.
- f. Changes in gutter flow line elevation. (could be substituted in 3b) versus edge of pavement).
- g. Geotechnical fabric locations, to include vertical elevation.
- h. Changes in Traffic Engineering related items such as signals, signage and markings, etc.

Any other changes that may have occurred during construction.

#### LEVEL SYMBOLOGY

| DESIGN LEVEL | CONTENTS                    | LINE CODE | COLOR | WEIGHT | TEXT SIZE | FONT | CELL NAME |
|--------------|-----------------------------|-----------|-------|--------|-----------|------|-----------|
| 1            | State Plane Coordinate Grid | 0         | 0     | 0      | 20        | 0    |           |
| 2            | Benchmarks                  | 0         | 0     | 0      |           |      |           |

|    |                                                        |   |     |   |      |    |        |
|----|--------------------------------------------------------|---|-----|---|------|----|--------|
| 3  | Street Text                                            | 0 | 3   | 0 | 20   | 0  |        |
| 4  | Street R/W                                             | 7 | 0   | 0 |      |    |        |
| 5  | Street Centerline                                      | 7 | 0   | 0 |      |    |        |
| 6  | Street Pavement                                        | 0 | 3   | 0 |      |    |        |
| 6  | Proposed Street Pavement                               | 3 | 16  | 0 |      |    |        |
| 7  | Parking Lots                                           | 1 | 3   | 1 |      |    |        |
| 8  | Secondary Roads                                        | 2 | 3   | 0 |      |    |        |
| 8  | Trails                                                 | 3 | 3   | 0 |      |    |        |
| 9  | Secondary Roads/Trails Text                            | 0 | 3   | 0 | 20   | 0  |        |
| 10 | Sidewalks                                              | 5 | 3   | 0 |      |    |        |
| 11 | Bridges/Culverts                                       | 0 | 0   | 0 |      |    |        |
| 12 | Hydrology - Major                                      | 6 | 1   | 0 |      |    |        |
| 12 | Hydrology - Minor, Ditches                             | 7 | 1   | 0 |      |    |        |
| 13 | Hydrology - Text                                       | 0 | 1   | 0 | 25   | 23 |        |
| 14 | Tailings & Quarries, Athletic Fields/Text, misc. areas | 0 | 1   | 0 |      |    |        |
| 15 | City Limits/County Line                                | 1 | 0   | 3 |      |    |        |
| 16 | City /limit text                                       | 0 | 0   | 1 | 30   | 0  |        |
| 17 | Railroad Tracks (Patterned)                            | 0 | 2   | 0 |      |    | RR     |
| 18 | Railroad Text                                          | 0 | 2   | 0 | 25   | 0  |        |
| 19 | Railroad R/W                                           | 2 | 2   | 0 |      |    |        |
| 20 | Utility Poles (Cell)                                   | 0 | 5   | 0 |      |    | P POLE |
| 21 | Utility Easements                                      | 3 | 5   | 0 |      |    |        |
| 22 | Utility Text                                           | 0 | 5   | 1 |      |    |        |
| 23 | Geographic Names                                       | 0 | 3   | 1 |      |    |        |
| 24 | Building Structures                                    | 0 | 0   | 0 |      |    |        |
|    | Pools and Text                                         | 0 | 1   | 0 | 10   | 1  |        |
| 24 | Future Site of Structures                              | 2 | 0   | 0 |      |    | STRUCT |
|    | Existing Structures (exact location and shape unknown) | 2 | 0   | 0 |      |    | STRCEX |
| 25 | Property Lines                                         | 6 | 6   | 1 |      |    |        |
| 26 | Cadastral Polygons                                     | 6 | 6   | 0 |      |    |        |
| 27 | Ownership Text                                         | 0 | 6   | 1 |      |    |        |
| 28 | Cemeteries/Text                                        | 4 | 6   | 0 | 10   | 1  |        |
| 29 | Lot Numbers                                            |   |     |   | 25   | 0  |        |
| 30 | Block Numbers                                          |   |     |   | 30   | 0  |        |
| 31 | Addition Names                                         | 0 | 0   | 0 | 35   | 0  |        |
| 32 | Open                                                   |   |     |   |      |    |        |
| 33 | Lot Ticks                                              |   |     |   |      |    |        |
| 34 | Lot Lines/Property Lines                               | 6 | 6   | 0 |      |    |        |
| 35 | Trees/Hedge Rows                                       | 0 | 6   | 0 | AS=1 |    | TREES  |
| 36 | GPS Monuments                                          | 0 | 5   | 0 | 15   | 0  | GPS    |
| 37 | 2' Topo Contour                                        |   |     |   |      |    |        |
| 38 | 5' Topo Contour                                        | 0 | 7   | 0 |      |    |        |
| 39 | 25' Major Topo Contour                                 | 0 | 7   | 0 |      |    |        |
| 40 | X Spot Elevation                                       | 0 | 7   | 0 |      |    |        |
| 41 | FEMA Monuments/Labels                                  | 0 | 3/0 | 0 | 18   | 1  | GPSPNT |
| 42 | Quarter Sections                                       |   |     |   |      |    |        |
| 43 | Section Lines                                          | 0 | 5   | 0 |      |    |        |
| 44 | Features                                               | 0 | 2   | 0 |      |    |        |
| 44 | Cell Towers                                            | 0 | 12  | 0 | AS=1 |    | CELTWR |
| 45 | Fences (Pattern)                                       | 0 | 8   | 0 | AS=1 |    | FENCE  |
| 46 | Format/Legend                                          | 0 | 0   | 0 |      |    | Limleg |



|    |                                  |   |   |   |       |   |        |
|----|----------------------------------|---|---|---|-------|---|--------|
|    |                                  |   |   |   |       |   | Madleg |
| 47 | Mass Points                      | 0 | 7 | 2 |       |   |        |
| 48 | Break Lines                      | 0 | 7 | 2 |       |   |        |
| 49 | Open                             |   |   |   |       |   |        |
| 50 | Signs                            |   |   |   |       |   |        |
| 51 | Open                             |   |   |   |       |   |        |
| 52 | Open                             |   |   |   |       |   |        |
| 53 | Open                             |   |   |   |       |   |        |
| 54 | Open                             |   |   |   |       |   |        |
| 55 | Open                             |   |   |   |       |   |        |
| 56 | Property Address                 | 0 | 1 | 0 |       |   |        |
| 57 | Text Tag for Buildings           | 0 | 1 | 0 | 10-20 | 1 |        |
| 58 | Open                             |   |   |   |       |   |        |
| 59 | Open                             |   |   |   |       |   |        |
| 60 | Open                             |   |   |   |       |   |        |
| 61 | Open                             |   |   |   |       |   |        |
| 62 | Monuments for Setup (point cell) |   |   |   |       |   |        |
| 63 | Open                             |   |   |   |       |   |        |

**36. LIEN WAIVERS**

Lien waivers will be required from all subcontractors working for the contractor. These lien waivers shall be included with your final payment package. The contractor is responsible for obtaining signatures from his subcontractors. If no subcontractors are used, contractor must provide a statement indicating such.

**37. LOWEST RESPONSIBLE BIDDER**

For the purpose of determining the lowest responsible bidder, the OWNER shall consider the base bid amount together with any options set forth in the Request for Bids. In the event that the City does not have sufficient funds to award both the base bid and all options, then the City reserves the right to determine the lowest responsible bidder on the base bid only or the base bid and the number of options affordable considering the funds available to the City for the procurement. This method for determining the low bidder is for the purpose of allowing the City to procure the most advantageous bid for the OWNER. City of Huntsville reserves the right to award any and/or all options at any time during the life of the contract.

**38. NON-RESIDENT BIDDERS**

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

**39. CORRECTION TO SECTION 80.08(C) of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" is revised as shown:**

(C) DAYS WORK NOT PERMITTED: The Contractor shall not permit work on any pay item to be done on Sundays and the following holidays: New Year's Day, Martin Luther King's Birthday as nationally observed, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, except with permission of the Director.

**40. CORRECTION TO SECTION 80 – of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" - PROSECUTION AND PROGRESS 80.01 Subletting and Contract. (a) LIMITATIONS**

The Contractor shall not sublet the contract or any portion thereof, or of his right, title, or interest therein, without written consent of the DIRECTOR. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than 30 percent of the total contract cost. Any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of such specialty items performed by sub-contract may be deducted from the total cost before computing the amount of work required to be performed by the contractor with his own organization. No sub-contracts, or transfer of contract, shall relieve the Contractor of his liability under the contract and bonds. The Department reserves the right to disapprove a request for permission to sublet when the proposed Subcontractor has been disqualified from bidding for those reasons listed in Subarticle 20.02(b) and Article 30.03.

41. **CORRECTION TO SECTION 80 – of The City of Huntsville “STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS” - PROSECUTION AND PROGRESS 80.03 Progress Schedule of Operations**

A critical path schedule is required within thirty (30) days after award. The critical path schedule must be submitted in Microsoft Projects format (electronic format and hard copy), with the critical path highlighted. The critical path schedule shall show information on the task or tasks that must be finished on schedule for the project to finish on schedule. Task dependencies, constraints, and relationships shall be shown on the schedule. **If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED).** See section 80.03 and 80.04 for additional requirements.

42. **CORRECTION TO SECTION 80 – of The City of Huntsville “STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS” PROSECUTION AND PROGRESS 80.09 (b) Contracts on a Calendar Day or Calendar Date Basis**

§80.09 (b) – Change 10 calendar days to 15 calendar days at each occurrence within section 80.09(b).

Section 80.09(B) is revised to remove the last sentence of the first paragraph: ( "Also where the total cost of the completed work exceeds the total cost shown on the proposal, an extension in calendar days will be granted the Contractor, as provided in Section 80.09(a)1." ) It is replaced by: "Where the scope of work is increased, an extension of time commensurate with the scope of the change may be granted by the OWNER, when in his judgment, the facts justify an extension. The contractor shall provide justification substantiated to the satisfaction of the OWNER with any requests for time extensions. Justification shall include, but not be limited to, a revised schedule showing the impact to critical path tasks."

43. **CORRECTION TO SECTION 105 – of The City of Huntsville “STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS” - EXCAVATION AND EMBANKMENT 105.04 (a) Method of Measurement**

Section 105.04 will remain as stated when estimated borrow material is less than 2500 C.Y.

When estimated borrow material is more than 2500 C.Y., Section 105.04 is revised to remove the last paragraph: "Borrow material will be measured at the point of delivery, inside the delivery truck less 30 percent for shrinkage."

44. **CORRECTION TO SECTION 847 – of The City of Huntsville “STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS” - PIPE CULVERT JOINT SEALERS**

Section 847 is deleted and replaced with Section 846 – Pipe Culvert Joint Sealers, ALDOT Specifications for Highway Construction, Current Edition.

45. **NPDES CONSTRUCTION REQUIREMENTS**

For areas of this project meeting the Alabama Department Of Environmental Management (ADEM) definition of a "Construction Site", the Contractor shall prepare and apply for, pay the necessary fees, post the required registration at the jobsite prior to commencing work, and maintain the worksite and records in accordance with the ADEM requirements for National Pollutant Discharge Elimination System (NPDES) registration. Offsite borrow pits utilized in the construction of this project are included in the requirement. NPDES Construction Site is construction that disturbs one (1) acre or greater or will disturb less than one (1) acre but is part of a larger common plan of development or sale whose total land disturbing activities total one (1) acre or greater. An NPDES construction site also includes construction sites, irrespective of size, whose stormwater discharges have a reasonable potential to be a significant contributor of pollutants to a water of the State, or whose stormwater discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as determined by the Department. The Contractor is referred to the "Alabama Department Of Environmental Management Field Operations Division – Water Quality Program - Division 335 – 6" for complete definitions and requirements. The Contractor is also referred to Item 11 of these General Requirements, sections 50.15, 50.16, and 70.02 of the City of Huntsville Standard Specifications For Construction Of Public Improvements, Contract Projects (Specifications).

Contractor violations of the permit by rule which results in enforcement actions from ADEM including fines and/or work stoppage shall be the responsibility of the Contractor. Fines assessed to the Contractor or the OWNER because of Contractor action shall be paid by the Contractor. No extension of contract time shall be considered as a result of enforcement. Enforcement history will also be considered by the OWNER in its decision to issue future proposals or award future contracts in accordance with disqualification provisions of Section 20.02(b) of the Specifications.

46. **DELETION OF SECTION 50.01 – Authority of the Engineer of Record**

This section is deleted.

47. **SHOP DRAWINGS**

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be

considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

#### **48. 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."

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

#### **49. CITY OF HUNTSVILLE'S TRAFFIC ENGINEERING DEPARTMENT CONSTRUCTION REQUIREMENTS**

For areas of this project that require removal of traffic loops, striping, markings, rpm's and ceramic markers, the following shall apply:

1. **TRAFFIC SIGNAL LOOP REPAIRS** – All vehicular and bicycle detector loop replacements shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic signal loops shall be replaced exactly as existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of loops, location of any associated items for loop operation and assuring that loops are replaced exactly as existed prior to paving. All vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after final paving work.
2. **TRAFFIC SIGNAL STRIPING, MARKINGS, RAISED PAVEMENT MARKERS AND CERAMIC MARKERS FOR GUIDANCE** - All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition. Unless otherwise specified, traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced exactly as traffic striping, markings, raised pavement markers and ceramic markers for guidance existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of all striping, markings, raised pavement markers and ceramic markers for guidance and assuring that all are replaced exactly as existed prior to paving. All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be reflectorized. All resurfaced areas shall be marked with temporary striping and markings for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations. All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after final paving work.

#### **50. SURVIVABILITY OF CONTRACT PROVISIONS**

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

#### **51. SURETY BONDS**

The Contractor shall furnish separate performance and payment bonds to the Owner within fifteen (15) days after the date of acceptance of this proposal by City Council action. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner. All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville.

#### **52. GOVERNING LAW**

The Contract shall be governed by the laws of the State of Alabama.

#### **53. ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975))**

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "I". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

#### **54. SUCCESSORS AND ASSIGNS**

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

#### **55. WRITTEN NOTICE**

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

#### **56. RIGHTS AND REMEDIES**

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

No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

#### **57. ENTIRE AGREEMENT**

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



# HUNTSVILLE

Kathy Martin, P.E.  
Director  
City Engineer

Urban Development Department  
Engineering Division

## **SIDEWALK INSTALLATION**

**Project No. 71-23-SW01**

**February 24, 2023**

### **Addendum #1**

**Last date for questions will be Thursday, March 2, 2023, until 5:00 p.m. CST.**

**Response to Contractor questions will be Friday, March 3, 2023, until 5:00 p.m. CST.**

**Bid Opening has been changed to Tuesday, March 7, 2023, at 10:00 a.m. CST in the 1<sup>st</sup> Floor Conference Room.**

**Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at [www.huntsvilleal.gov/engineeringbids](http://www.huntsvilleal.gov/engineeringbids). Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.**

**Attachments: Pre-Bid Minutes  
Attachment "S"  
Sidewalk Detail**

**END OF ADDENDUM #1**

**The Star of Alabama**

# PRE-BID MEETING

## MINUTES

PROJECT NAME: Sidewalk Installation-Various Locations

PROJECT NUMBER: 71-23-SW01

DATE: February 21, 2023

PROJECT ENGINEER: Toneka Lindsey

PROJECT INSPECTOR: Gary Robkin

|                     |                           |
|---------------------|---------------------------|
| Michael Huffstetler | Grayson Carter & Son      |
| Tom Hardin          | Grayson Carter & Son      |
| Philip Cash         | Lambert Contracting       |
| Kevin Sawyer        | Lambert Contracting       |
| Mark Johnson        | Mark Johnson Construction |
| Brian Self          | Rogers Group              |
| Josh Chandler       | SJ&L                      |
| James Moore         | COH Planning              |
| Toneka Lindsey      | COH Engineering           |
| Gary Robkin         | COH Engineering           |
| Jake Slaten         | COH Engineering           |
| Mary Ridgeway       | COH Engineering           |
| Angela Gurley       | COH Engineering           |

1. Introduction of all persons present
2. Work Description (Project Scope)
  - Sidewalk Installation – Various Locations. List is posted to the website.
3. Permits
  - a. No other permits needed other than the general permit to start work.
4. Utility Project Notification
  - a. Toneka said generally with sidewalk construction there are no conflicts with the existing utilities. Toneka said due to these sidewalks being in

various locations, there will be utility conflicts. Toneka will be engineered and designed on site so as issues arise, they will be taken care of. Toneka said with this type of construction, utility conflicts are usually minor and usually consist of either raising or lowering meters. She said typically with sidewalk construction work there is no moving of any power poles or major utility work to be done.

5. Right-of-Way conflicts

- There are no known issues since the sidewalks will be installed in the City's Right-of-Way.

6. Conflicting Projects

- Toneka said the conflicting projects will be the residents. She said they will come out and talk, complain, and ask questions. Toneka said the City inspectors will deflect a lot of this as well as the contractor but asked that everyone please be courteous. If needed, Toneka said she would come out on site to talk with the residents.

7. Schedule of Work

- a. Critical Path
  - b. Need by first payment
  - c. Owner reserves the right to withhold payment if work is more than 25% behind schedule
- A Critical Path will be needed, but Toneka said she will not be as stringent with turning it in since these are sidewalk jobs.

8. Project Details (Plans, Specs, Special Provisions, Quantities, Dates)

- a. Review plan sheets
  - b. Review Special Provisions and Specifications
  - c. Reference State or City Standard Specifications
  - d. Enforce ADA Standards for ROW construction.
  - e. Contractor responsible for repair and maintenance of any trench cuts with hot mix asphalt.
  - f. Schedule for review of shop drawings/material submittals.
  - g. State of Alabama License Classification required – (HS) Highways & Streets or (MU) Municipal & Utility
- Toneka said there is no plan set and she hoped that everyone had a chance to print off the list of projects. Toneka said these are design in the field projects and there are quantities on the website. She said some instructions on how to move forward as the contractor progresses through the projects will be discussed today also.

- Toneka said that most of the projects will only be installed on one side of the roadway. Toneka said the high points for each project are as follows:
  - The sidewalk for Melody Road from Salem Drive to Chase Road is designed to be constructed on the west side of the roadway for school purposes.
  - Salem Drive from Wilkerson Drive to Melody Drive will be south side construction.
  - Wilkerson Drive from Meridian Street to Salem Drive will be south side construction.
  - Salem Drive from Wilkerson Drive to Melody Drive are all in the same vicinity so they should all be constructed consecutively since they are in close proximity.
  - Sewanee Road from Governors Drive to Marsheutz Avenue will be west side construction with connectivity to Princeton Boulevard for the sidewalk.
  - Valleybrook Drive from Vineyard Street to Belle Meade Drive is in close proximity to the Lee High School area and will be north side construction.
  - Quietdale Drive from Meridian Street to Vineyard Road already has current sidewalk in the area and jumps from the south side to the north side of the roadway so the missing areas will just need to be filled in. The sidewalk from the Railroad to Christin Drive is in disrepair so all of the sidewalk may need to be taken out and reinstalled.
  - Valleybrook and Quietdale Drive are in close proximity so when one sidewalk is done the contractor will need to construct these consecutively.
  - Benaroya Lane from Boulevard South to Byrd Springs has sidewalk on the west side but is missing sidewalk in front of the Assisted Living Facility and the gaps will need to be filled in. This area has utility conflicts consisting of fire hydrants and water meters.
  - Stevens Avenue from Russell Street to Maysville Road will consist of installing the missing sidewalk sections on both sides of the road.
  - Vanderbilt Drive from Monroe Road to the Parkway is a small section of sidewalk to be completed for the MAPCO gas station on Governors Drive.
  - There is a late add sidewalk which is South Shawdee which is in the Green Mountain area. This will consist of installing sidewalk from Dale Road to the entrance of the Land Trust parking lot and will be west side construction. Toneka said there is a list of projects as well as the quantities posted online. Toneka said she will revise the list and repost it to the website adding South Shawdee.



- Toneka said she has been instructed to start at Vanderbilt Drive first since it is a commercial area to finish the sidewalk for the MAPCO gas station. Toneka said as the contractor progresses through the projects she will give notification to the contractor on where to start. With exception to Vanderbilt Drive, a few days notice will be needed to send notification letters out to the residents. James Moore with the City of Huntsville Planning Department will send out the letter and notifications. She said once James has sent them out the projects will be ready to start.
- Toneka said quantities and measurements will be completed on each site and agreed upon with the inspector and the superintendent on the job. Toneka said once project is finished, an inspection will be done to finalize and accept the site. Make sure that all notification letters are sent out before moving on to the next site.
- James said three (3) to five (5) days is needed to send out the letters. Once the next project site is decided on, Toneka asked for a weeks notice to send letters out before the contractors move on to the next site.
- Toneka reminded everyone that there will be some revisions made to the contract mobilization and asked that everyone please be understanding as to how it will be paid.
- Toneka said that sometimes on jobs there are instances regarding the aprons of the driveways not being ADA compliant. Items #8 & #9 will cover getting those aprons compliant. She said she is also concerned with the city section of sidewalk that runs across the driveway being ADA compliant a well.
- Toneka said the ramps will be looked at on a case by case basis and are sometimes a little involved. Toneka said that some of the quantities were added to be used as needed.
- Toneka said the quantities for items #12 and #13 are for the stone backfill and excavation.
- Toneka said that items are set up for traffic control and seed, straw and sod because the contractor will need to put it everything back in like condition.
- Toneka said that item #28 was added because sometimes irrigation lines are in conflict or broken. Toneka said if someone has irrigation, she usually gets the homeowner to run their unit once the project is complete to make sure it is still functional.
- Toneka said once the contract is awarded and work is ready to move forward, her supervisor wants to send a list to the media. She said this is different and she has not done this before but assumes it is to notify the resident beforehand of what projects will be done and to let the council members know as well.

Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

- h. Calendar Days to complete project – one hundred eighty (180).
- i. Council Approval – March 23, 2023
- j. Anticipated Notice-to-Proceed – between 3/24 and 4/7

9. Bid Sheet (Quantities)

Contractor is required to submit pricing (Attachment "A") on a CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The CD-RW must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so shall be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the CD in any manner. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

- a. Review each bid item and describe method of payment (Check reference to State Item Numbers referencing State payment methods)

- b. Provide information regarding payment method, i.e. “Payment for unclassified excavation will only be made once for movement of the same material”, “DGB is to be measure for payment based on an in place area in accordance with ....”

#### 10. Payment

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy. Two originals and two copies of the invoices are required before payment will be made. The originals and copies should be submitted each month to the Administrative Officer, ATTN: Teresa Mills, in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

- a. Date for payment submittal monthly
  - i. Process for monthly quantities
  - ii. Monthly Progress Meetings
  - iii. Red-line As-built required to be maintained by the Contractor and review monthly prior to invoices being submitted.
  - iv. Define Substantial Completion – Project in usable condition for intended purpose
  - v. Liquidated Damages
  - vi. One year warranty period begins upon substantial complete.

#### 11. Traffic Control – Contractor is responsible for installation and maintenance of all Traffic Control in accordance with MUTCD, latest edition.

#### 12. Subcontractors

Any subcontractors present were given the opportunity to ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Contractor shall keep the “Subcontractor’s Listing” updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

#### 13. Special Documentation based up Funding Requirements (i.e. Labor Payroll, etc.)

Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be

understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

#### 14. Questions

Q: Mark asked if the contractor will need to form both sides of the sidewalk.

A: Toneka said in all instances she tries to have a grass area around 2 ft. to 3 ft. so, the sidewalk will be formed on both sides.

Q: Mark asked if the contractor can start on one end and work to the other end of the sidewalk.

A: Toneka said yes.

Q: Question asked about which sidewalk will need to be replaced.

A: Toneka said it is the sidewalk on Quietdale Drive from Meridian Street to Vineyard Road.

Q: Question asked if the water main will be a utility relocation at Benaroya Lane south of Byrd Springs.

A: Toneka said no. She said the meter will either be raised or lowered to keep the meter in the same location.

Q: Josh asked if each street in the same area will be considered as one mobilization item.

A: Toneka said no. An equally divided percentage of mobilization will be paid for each street.

Q: Josh asked one lump sum number will be divided by ten (10).

A: Toneka said yes that is correct.

Q: Question asked if it will be paid as one total that is split among each street.

A: Toneka said yes, that is correct.

Q: Josh asked if the wording for the mobilization could be revised.

A: Toneka said yes and she will send out clarification in the addendum.

Q: Mark asked if the specifications gives information on who pays for the concrete testing.

A: Toneka said there will be no testing.

Q: Mark asked what width of the sidewalk needs to be.

A: Toneka said residential is usually 4 ft. and commercial is 5 ft.

Q: Josh asked if the width of sidewalk to be filled in needs to be matched with what is already there.

A: Toneka said yes.

Q: Mark asked if a building permit will be needed for this job.

A: Toneka said no.

Q: Josh asked if the grade for the existing curb will need to be matched.

A: Toneka said yes.

Q: Question asked if the contractor can install on the sidewalk on the flat side of the curb if there is a slope on the other.

A: Toneka said the easiest side to install the sidewalk will be done.

Q: Question asked if the item for the fire hydrant includes moving and setting.

A: Toneka said she will clarify this in the addendum.

Q: Josh asked if the guardrail item is considered miscellaneous.

A: Toneka said yes. This quantity was installed on an as needed basis. There may be some sections of Quietdale that require relocation of guardrail but there may be other locations as well.

Q: Question asked if the utility adjustment primarily consist of the meter boxes.

A: Toneka said yes.

Q: Question asked if the manholes will need to be lifted.

A: Toneka said there are usually no conflicts with the manholes.

Q: Question asked if the specifications for resetting the mailboxes is to use a 4 ft post.

A: Toneka said she wants to use the existing mailbox and just relocate them if needed. She said if they are in disrepair, quantities will be added for replacement.

Q: Question asked if there is a detail in the standard specifications for the retaining wall.

A: Toneka said yes. She said at most we should only be installing a 2 ft to 3 ft retaining wall.

Q: Question asked if the quantities for the excavation item can be checked.

A: Toneka said she will check it.

Q: Question asked if the excavation item includes the grading above and beyond the sidewalk.

A: Toneka said no.

Q: Mark asked about the pay for the extra excavation for the width of the sidewalk.

A: Toneka said sidewalks will be paid at 4 ft. or 5 ft. concrete width.

Q: Mark asked if the unit price should account for the extra excavation.

A: Toneka said the contractor can construct do it however they wish but she will specify the amount she will pay and put it in the addendum.

Q: Question asked if the subgrade needs to be stone backfill or dirt.

A: Toneka said stone which should be at most 1 inch.

Q: Josh asked if the stone is included in the miscellaneous pay item.

A: Toneka said yes.

Q: Josh asked if there is a standard stone thickness required for the sidewalk.

A: Toneka said she will clarify in the addendum.

Q: Question asked if minutes will be posted on website.

A: Toneka said yes.

Q: Josh asked about the handrail Attachment "T" for item #27.

A: Toneka said she will put Attachment "T" in the addendum.

Q: Josh asked if all handrails are in the same location.

A: Toneka said not necessarily. The handrails will be placed on as needed basis.

Q: Question asked if the handrails will be on top of the retaining walls.

A: Toneka said it could be either on top or stand alone.

Q: Question asked if there is a standard specification on the sod installation and if the contractor is responsible to keep it rooted and watered.

A: Toneka said the contractor is responsible until the punch list is complete and the project has been accepted.

Q: Question asked if each sidewalk will be finalized as constructed.

A: Toneka said yes.

Q: Josh asked if the irrigation lines could be tested before the start of the project.

A: Toneka said yes.

Q: Mark asked if the contract will be awarded quickly.

A: Toneka said yes, but usually takes about 2 months to be awarded at council and the city is ready for the contractor to start.

Q: Josh asked if item #23 is permanent signs or traffic control sign.

A: Toneka said it is traffic control sign because there are no permanent signs for

sidewalk projects.

Q: Josh asked if the bid date could be moved out a week.

A: Toneka said yes. Mary said the bids must open by March 9th and that she will need to check availability for the conference room first.

Q: Question asked if the contractor needs to advertise to the media before work starts.

A: Toneka said no, it will be done by the city.

Q: Josh asked if the contractor will need to advertise once the project is complete.

A: Toneka said yes since it is a requirement to receive retainage.

Q: Josh asked if needed, could lanes be closed.

A: Toneka said yes, but lane closures are usually not needed for sidewalk jobs.

Q: Josh asked if a project like this was done last year.

A: Toneka said no, sidewalk jobs are usually pulled from the periodic bids, but Kathy decided to do a separate bid specifically for sidewalks this year.

All questions were answered, and all clarifications made by addendum. **All addenda are sent via email to those bidders who attend and have signed in at the pre-bid meeting. Although a response to the email is optional, it is mandatory that the bidders acknowledge the receipt of each addendum, whether received via email or by downloading from the Engineering Department's website, on Attachment "C" included in the Specifications.** Acknowledgement of receipt of addenda is **mandatory** using Attachment "C" and must be submitted with bid package. Failure to do so shall be cause for rejection of the bid.

Last day for questions concerning this project before the bid will be **Thursday, March 2, 2023, until 5:00 p.m.** via fax (256) 427-5325 or email to: [mary.ridgeway@huntsvilleal.gov](mailto:mary.ridgeway@huntsvilleal.gov)

Response to contractor questions will be **Friday, March 3, 2023, until 5:00 p.m.**

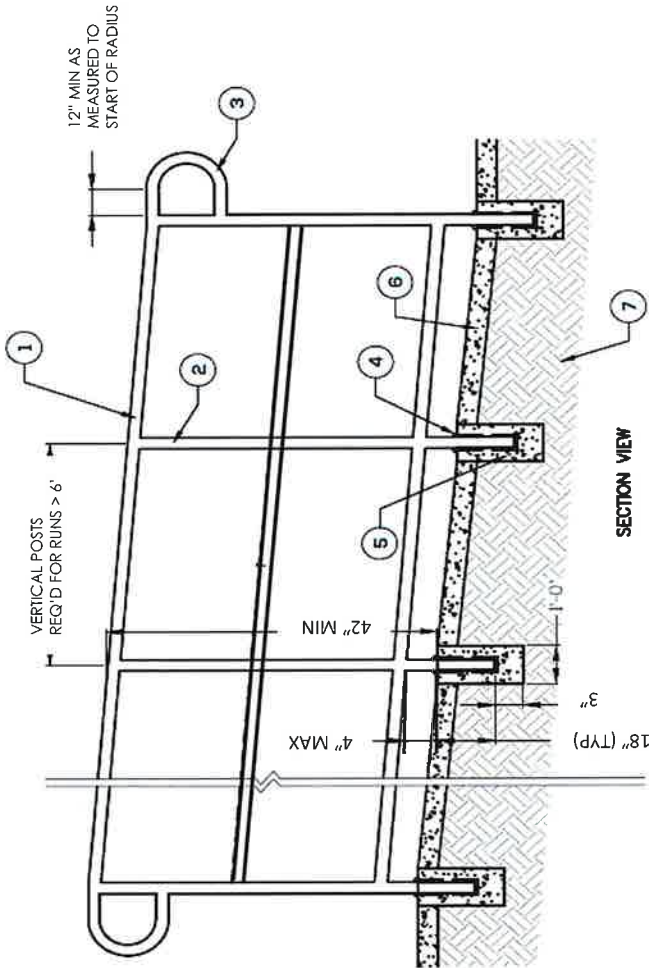
**Bids open: Tuesday, February 28, 2023, at 10:00 a.m.** in the **2nd Floor Conference Room**, 320 Fountain Circle, Huntsville, AL. All bids must be **SEALED** before submittal at the bid opening. Any bids received that are not sealed will be immediately rejected. **Anticipated Bid opening date change to Tuesday, March 7, 2023, at 10:00 a.m. in the 1st Floor Conference Room once availability has been checked.**

The pre-bid notes and all addenda shall become a part of the contract documents.

Meeting Adjourned.



ATTACHMENT "S"

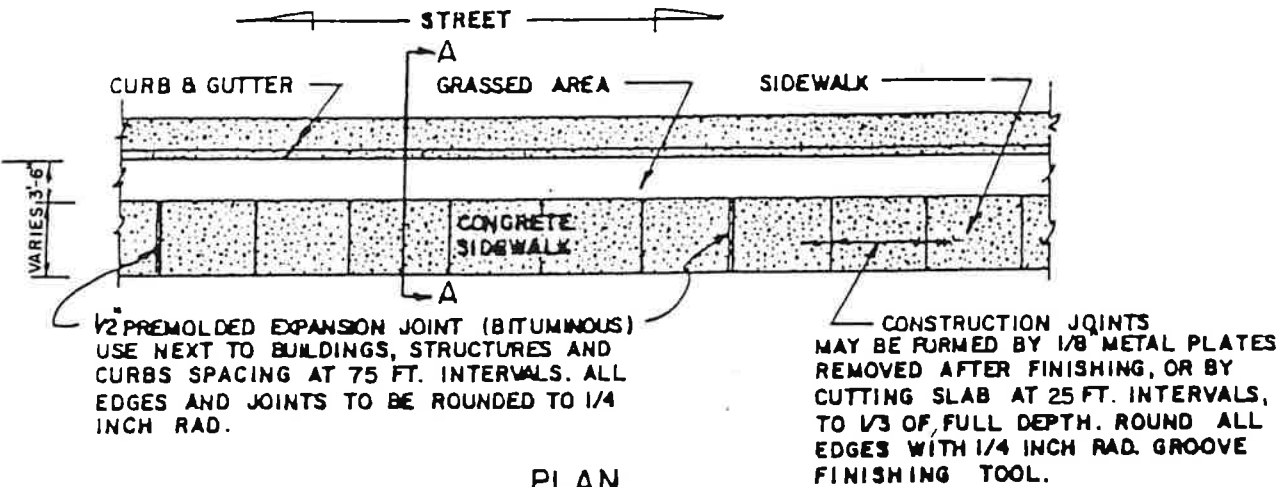


- 1 1 1/2" DIAMETER SCHED. 40 STEEL PIPE HANDRAIL  
POWDER COAT BLACK
- 2 1 1/2" Ø PIPE POST SUPPORT (POWDER COAT  
BLACK) FOR RAILING RUNS GREATER THAN 6'  
LONG, PROVIDE 1 1/2" Ø VERTICAL PIPE POST AS  
SHOWN ON DETAIL
- 3 EXTENSIONS ARE REQ'D AT THE TOP AND  
BOTTOM OF THE RUN
- 4 METAL POST BASE WITH FLANGE DETAIL (TYP.)  
ATTACH PER MANUFACTURER SPECIFICATIONS
- 5 TYPICAL CONCRETE POST  
FOOTING.
- 6 CONCRETE SIDEWALK PER ALDOT ITEM  
NO. 618A-000
- 7 EARTH

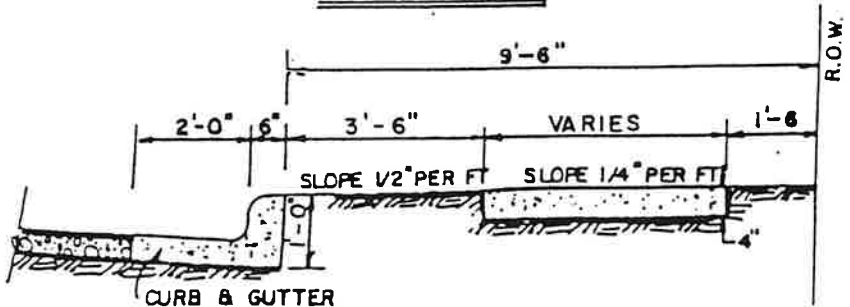
HANDRAIL DETAIL

NOT TO SCALE

REQUIRED FOR DROP OFF GREATER THAN 30" OR AT RAMPS GREATER THAN 6"



PLAN



SECTION A-A

| REVISIONS   |      |      | CITY OF HUNTSVILLE                                      |                       |
|-------------|------|------|---------------------------------------------------------|-----------------------|
| DESCRIPTION | NAME | DATE | DETAIL FOR<br>STANDARD CONCRETE SIDEWALK                |                       |
|             |      |      |                                                         |                       |
|             |      |      |                                                         |                       |
|             |      |      |                                                         |                       |
| DIRECTOR    |      | DATE | ENGINEER OF PUBLIC WORKS<br>CITY OF HUNTSVILLE, ALABAMA | ST-210<br>DRAWING NO. |



# HUNTSVILLE

Kathy Martin, P.E.  
Director  
City Engineer

Urban Development Department  
Engineering Division

## **SIDEWALK INSTALLATION-VARIOUS LOCATIONS**

**Project No. 71-23-SW01**

**March 3, 2023**

### **Addendum #2**

#### **Attachment "A" is amended as follows:**

Replace bid quantities with "replacement", **Attachment "A1"**. Please use the revised attachment to submit bid pricing; **all bids must be submitted using Attachment "A1"**. Contractors are authorized to download revised quantities from website and paste to a CD-RW (preferably in a live/flash drive format) which must be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet. Bid must be submitted from the file (Quantities) provided and downloaded from the City of Huntsville's website. Failure to do so may be cause for rejection of bid. The City reserves the right to reject any altered bid resulting from altering the bid CD in any manner. Contractors should be mindful of making changes to formatting already established in column for Bid Unit Price, as it may affect the outcome of their bid. In order to verify calculations are correct, Contractor may choose to manually multiply those unit costs x bid quantities to ensure extensions are correct, prior to printing and submitting with bid packet. If a price discrepancy is found on the CD-RW, or the correct version of bid quantities is not submitted on the CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

- Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

#### **QUANTITY REVISIONS**

##### **Delete**

13 ~~"Unclassified excavation with front end loader, track hoe, or gradall equipment, Disposal of material on-site or reused on-site"~~ ~~450~~ ~~CY~~

##### **Add**

13 "Unclassified excavation with front end loader, track hoe, or gradall equipment, Disposal of material on-site or reused on-site" 850 CY

The Star of Alabama

**Delete**

|    |                           |   |    |
|----|---------------------------|---|----|
| 20 | Guardrail Post, installed | 2 | EA |
|----|---------------------------|---|----|

**Add**

|    |                       |   |    |
|----|-----------------------|---|----|
| 20 | Guardrail End Anchors | 2 | EA |
|----|-----------------------|---|----|

**Delete**

|    |                                         |     |    |
|----|-----------------------------------------|-----|----|
| 27 | Four Rail Handrail (see Attachment "T") | 100 | LF |
|----|-----------------------------------------|-----|----|

**Add**

|    |                                        |     |    |
|----|----------------------------------------|-----|----|
| 27 | Four Bar Handrail (see Attachment "S") | 100 | LF |
|----|----------------------------------------|-----|----|

**RESPONSE TO CONTRACTOR QUESTIONS:**

Q: Subcontractor had a question on the guardrail. Do you have a spec on this? See below:  
 "This shows 20 LF of Type 1 Guardrail and 2 Posts. Never have seen anything like this.  
 The City of Huntsville needs to explain what this is."

A: In reference to guardrail, Quietdale is the only location where guardrail will possibly be removed and reset. If guardrail needs to be reset, it should match existing or be an approved equal.

**CLARIFICATIONS:**

There is a note in red at the top of the quantities that reads "All prices are to be complete in place to include bedding, backfill, removal and disposal, including hauling of excess soil and materials."

There will be no additional payment for the stone backfill underneath the sidewalk and no additional payment for the extra excavated areas outside of the 4' or 5' wide sidewalk areas.

Mobilization is paid as 1 LS. Mobilization will be paid per project site, equally divided by the total number of projects.

**Addenda will only be emailed to those bidders who attend and have signed in at the pre-bid meeting. All addenda, as well as other project information, are available for downloading on Engineering's website at [www.huntsvilleal.gov/engineeringbids](http://www.huntsvilleal.gov/engineeringbids). Acknowledgement of receipt/download from website of addenda is mandatory using Attachment "C" located in the Specifications and attachment must be submitted with bid package. Failure to do so shall be cause for rejection of the bid. It is the responsibility of all bidders to refer to the website for any updates. The attached pre-bid meeting**

**minutes, all addenda and attachments for the above-referenced project will become part of the contract documents.**

**Attachments: Revised Quantities-Attachment A1**

**END OF ADDENDUM #2**

| ATTACHMENT "A1"                         |                                                                                                                                            |         |          |            |            | 3/3/23 |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|------------|------------|--------|
| SIDEWALK INSTALLATION-VARIOUS LOCATIONS |                                                                                                                                            |         |          |            |            |        |
| Project No. 71-23-SW01                  |                                                                                                                                            |         |          |            |            |        |
| BASE BID                                |                                                                                                                                            |         |          |            |            |        |
| ITEM #                                  | DESCRIPTION                                                                                                                                | BID QTY | BID UNIT | UNIT PRICE | BID AMOUNT |        |
|                                         | All prices are to be complete in place to include bedding, backfill, removal and disposal, including hauling of excess soil and materials. |         |          |            |            |        |
| 1                                       | CONTRACT MOBILIZATION (To be paid for at each project location)                                                                            | 1       | LS       |            | \$0.00     |        |
| 2                                       | New City Std. (24") Concrete Curb and Gutter                                                                                               | 200     | LF       |            | \$0.00     |        |
| 3                                       | 4" Thick Concrete for new sidewalk and/or traffic islands                                                                                  | 18,000  | SY       |            | \$0.00     |        |
| 4                                       | Removal of Concrete Curb and Gutter or Valley Gutter                                                                                       | 100     | LF       |            | \$0.00     |        |
| 5                                       | Handicap Ramps, Landings and Flares (All Configurations)                                                                                   | 100     | SY       |            | \$0.00     |        |
| 6                                       | Handicap Ramp 6" Wide Concrete Checkwall (Height Varies 0"-6")                                                                             | 50      | LF       |            | \$0.00     |        |
| 7                                       | Handicap Ramp DWS Armor-Tile or Approved Equal (Red)                                                                                       | 500     | SF       |            | \$0.00     |        |
| 8                                       | New 6" Thick Concrete Driveway Aprons                                                                                                      | 300     | SY       |            | \$0.00     |        |
| 9                                       | Removal of Driveway Aprons                                                                                                                 | 300     | SY       |            | \$0.00     |        |

|    |                                                                                                                                                                                                                                                                                          |     |      |  |  |        |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|--|--|--------|
| 10 | Removal and Replacement of Single Wing "S" Type Inlet, Top Only, (COH Standard Drawing Nos. DR-120A, DR-120B, and DR-120C - ALL referenced DR Drawings found in the City of Huntsville Engineering Standards for Construction of Public Improvements 1991); Includes Disposal of Spoils) | 10  | EA   |  |  | \$0.00 |
| 11 | Removal of concrete sidewalk and concrete driveways (Includes Disposal of Spoils)                                                                                                                                                                                                        | 100 | SY   |  |  | \$0.00 |
| 12 | Miscellaneous stone backfill                                                                                                                                                                                                                                                             | 200 | CY   |  |  | \$0.00 |
| 13 | Unclassified excavation with front end loader, track hoe, or gradall equipment, Disposal of material on-site or reused on-site                                                                                                                                                           | 850 | CY   |  |  | \$0.00 |
| 14 | New poured-in-place Reinforced Concrete Retaining Wall (complete-in-place) (Less than 20 CYs)                                                                                                                                                                                            | 10  | CY   |  |  | \$0.00 |
| 15 | Removal of Concrete Retaining Wall (including disposal off-site and measured-in-place)                                                                                                                                                                                                   | 5   | CY   |  |  | \$0.00 |
| 16 | TYPE "A" Silt Fence per ALDOT Spec #665 (includes materials, installation, maintenance and removal)                                                                                                                                                                                      | 500 | LF   |  |  | \$0.00 |
| 17 | 4' High Residential Chain Link Fencing to include removal and reset                                                                                                                                                                                                                      | 50  | LF   |  |  | \$0.00 |
| 18 | Clearing and Grubbing Light - lawns, rights-of-ways, shrubs, grassy fields and pasture land, minimum underbrush, trees 10" diameter or smaller, up to 5 trees/acre                                                                                                                       | 5   | ACRE |  |  | \$0.00 |
| 19 | Type 1, Steel Beam Guardrail, Class A                                                                                                                                                                                                                                                    | 20  | LF   |  |  | \$0.00 |
| 20 | Guardrail End Anchors                                                                                                                                                                                                                                                                    | 2   | EA   |  |  | \$0.00 |



|                                                             |                                                      |       |    |  |               |
|-------------------------------------------------------------|------------------------------------------------------|-------|----|--|---------------|
| 21                                                          | Drums                                                | 50    | EA |  | \$0.00        |
| 22                                                          | 36" Cones                                            | 100   | EA |  | \$0.00        |
| 23                                                          | Road Signs per ALDOT 740B to include posts installed | 400   | SF |  | \$0.00        |
| 24                                                          | Topsoil Cubic Yards (CY), Loose Truck Measurement    | 1,000 | CY |  | \$0.00        |
| 25                                                          | Seed and Straw to include fertilizer                 | 2,000 | SY |  | \$0.00        |
| 26                                                          | Tifton Bermuda Sod (in-place)                        | 2,000 | SY |  | \$0.00        |
| 27                                                          | Four Bar Handrail (see Attachment "S")               | 100   | LF |  | \$0.00        |
| 28                                                          | Repair and Replace Existing Damaged Irrigation       | 500   | LF |  | \$0.00        |
| 29                                                          | Mailboxes to include removal and reset               | 10    | EA |  | \$0.00        |
| 30                                                          | Fire Hydrant                                         | 2     | EA |  | \$0.00        |
| 31                                                          | Utility Adjustment                                   | 10    | EA |  | \$0.00        |
| <b>TOTAL BASE BID PRICE</b> (for evaluation purposes only): |                                                      |       |    |  | <b>\$0.00</b> |

*Basis of payment will be determined by multiplying the measured in place quantities determined in the field by the contract bid unit prices.*

Company \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_



## **CERTIFICATION OF COMPLIANCE WITH TITLE 39, CODE OF ALABAMA**

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the contract with SJ&L General Contractor, L.L.C., in the amount of ONE MILLION THREE HUNDRED FORTY-SIX THOUSAND SEVEN HUNDRED FORTY-EIGHT AND .27/100 DOLLARS (\$1,346,748.27), for Sidewalk Installation-Various Locations, Project No. 71-23-SW01, which is being submitted to the City Council of the City of Huntsville for approval on this the 23rd day of March, 2023, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.

---

Kathy Martin  
Director of City Engineering  
City of Huntsville

## **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.”

## **Representation Pursuant to Code of Alabama) § 41-16-5 (b)**

**By signing this contract, SJ&L General Contractor, L.L.C., 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.**

SJ&L General Contractor, L.L.C.  
(Company)

BY:  
(Authorized Representative)



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-097

---

**Department:** Human Resources

**Subject:**

**Type of Action:** Introduction

Resolution to appoint certain department head to department position to serve with the Mayor's term of office.

**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





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2754

---

**Department:** Human Resources

**Subject:**

**Type of Action:** Introduction

Resolution to appoint certain department head to department position to serve with the Mayor's term of office.

**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. \_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the following persons, having been appointed by the Mayor of the City of Huntsville, Alabama, to the positions indicated below, is hereby approved by the City Council to serve in such positions for the current term of the Mayor at the salary grade, step and effective date set below:

| <u>Name</u>        | <u>Title</u>        | <u>Grade</u> | <u>Step</u> | <u>Effective Date</u> |
|--------------------|---------------------|--------------|-------------|-----------------------|
| Shaundrika Edwards | City Clerk          | 24           | 10          | Upon Approval         |
| Penny Smith        | Director of Finance | 24           | 25          | Upon Approval         |

**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,  
Alabama



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-098

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**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Preliminary Engineering Services Agreement between the City of Huntsville and Norfolk Southern Railway Company for Proposed Crossing Modifications across Norfolk Southern at Holmes Avenue Mile Post (339,47-A), Project No. 71-23-SP15 (AAR-DOT #731808J).

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 3080-71-00000-524008-000000000

**City Cost Amount:** \$15,000.00

**Total Cost:** \$15,000.00

**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:**

An agreement with Norfolk Southern for plan review associated with the Holmes Avenue Streetscape project near Heart of Huntsville Drive.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2708

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**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Preliminary Engineering Services Agreement between the City of Huntsville and Norfolk Southern Railway Company for Proposed Crossing Modifications across Norfolk Southern at Holmes Avenue Mile Post (339,47-A), Project No. 71-23-SP15 (AAR-DOT #731808J).

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 3080-71-00000-524008-00000000

**City Cost Amount:** \$15,000.00

**Total Cost:** \$15,000.00

**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:**

An agreement with Norfolk Southern for plan review associated with the Holmes Avenue Streetscape project near Heart of Huntsville Drive.



## RESOLUTION NO. 23-

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a Preliminary Engineering Services Agreement between the City of Huntsville and Norfolk Southern Railway Company for Proposed Crossing Modifications across Norfolk Southern at Holmes Avenue Mile Post (339,47-A), Project No. 71-23-SP15 (AAR-DOT #731808J), in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said contract is substantially in words and figures similar to that document attached hereto and identified as "Agreement with Norfolk Southern Railway Company for Proposed Crossing Modifications across Norfolk Southern at Holmes Avenue Mile Post (339,47-A), Project No. 71-23-SP15 (AAR-DOT #731808J)." consisting of a total of one (1), and the date of March 23, 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 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, Alabama

## AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

This agreement made by and between the City of Huntsville (hereinafter called "CITY"), and Norfolk Southern Railway Company, (hereinafter called "COMPANY").

The CITY will submit plans and specifications to said COMPANY for work which will involve or affect COMPANY facilities at the following location:

Town, County, State: Huntsville, Madison County, Alabama  
AAR-DOT#: 731808J  
Street /Bridge Name: Holmes Avenue  
Description: Proposed Crossing Modifications across Norfolk Southern  
Mile Post 339.47-A

Preliminary Engineering Cost Estimate: \$ 15,000

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

**ARTICLE 1. REIMBURSEMENT.** The CITY agrees to reimburse the COMPANY for actual cost of preliminary engineering necessary in connection with the project.

The COMPANY shall submit to the CITY fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices acceptable to the CITY. The CITY shall reimburse the COMPANY in the amount of the approved costs so submitted.

**ARTICLE 2. EFFECTIVE DATE OF AGREEMENT.** This agreement shall take effect at the time it is approved and signed by both the CITY and the COMPANY.

**ARTICLE 3. STARTING OF WORK.** This agreement covers preliminary engineering services performed starting April 9, 2018. The COMPANY agrees to provide preliminary engineering services at the request of CITY or its agent, whether written or verbal.

**ARTICLE 4. SCOPE OF WORK.** The scope of this agreement is limited to review by the COMPANY of the plans and specifications to provide information to the COMPANY and the CITY regarding the project. This agreement does not constitute the COMPANY's approval of the project.

IN WITNESS WHEREOF, the CITY and the COMPANY have caused these presents to be signed by their duly authorized officers:

### **CITY OF HUNTSVILLE**

Signature: \_\_\_\_\_

Name: Tommy Battle

Title: Mayor of the City of Huntsville

Date: March 23, 2023

### **COMPANY**

Signature: \_\_\_\_\_

Name: K. G. Hauschildt

Title: Chief Engr. Bridges & Structures

Date: \_\_\_\_\_

\_\_\_\_\_  
President of the City Council of the city of  
Huntsville, AL

Date: March 23, 2023



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-099

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**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Garver, L.L.C., for Engineering Design Services for Apollo Park, Phase 3, Project No. 71-23-SP16.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 3080-71-00000-530010-00000000

**City Cost Amount:** \$75,466.00

**Total Cost:** \$75,466.00

**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:**

An engineering design contract with Garver for Apollo Park Phase 3 infrastructure improvements to include landscaping and hardscape items. Design services in a lump sum total contract amount of \$75,466.00.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2742

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**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Garver, L.L.C., for Engineering Design Services for Apollo Park, Phase 3, Project No. 71-23-SP16.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 3080-71-00000-530010-00000000

**City Cost Amount:** \$75,466.00

**Total Cost:** \$75,466.00

**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:**

An engineering design contract with Garver for Apollo Park Phase 3 infrastructure improvements to include landscaping and hardscape items. Design services in a lump sum total contract amount of \$75,466.00.

## RESOLUTION NO. 23-

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between the City of Huntsville and Garver, L.L.C., in the amount of SEVENTY-FIVE THOUSAND FOUR HUNDRED SIXTY-SIX AND NO/100 DOLLARS (\$75,466.00) for Engineering Design & Construction Administration Services for Apollo Park, Phase 3, Project No. 71-23-SP16, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between the City of Huntsville and Garver, L.L.C., for Apollo Park, Phase 3, Project No. 71-23-SP16," consisting of a total of twenty (20) pages plus thirty-one (31) additional pages consisting of Attachments 1-16, and the date of March 23, 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 23rd day of March, 2023.

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

**APPROVED** this the 23rd day of March, 2023.

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Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
GARVER, L.L.C.  
FOR  
ENGINEERING DESIGN & CONSTRUCTION  
ADMINISTRATION SERVICES  
FOR  
APOLLO PARK, PHASE 3**

**Project I.D Number 71-23-SP16  
March 23, 2023**

**\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, AL  
Date: March 23, 2023**

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**AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
GARVER, L.L.C.  
FOR  
ENGINEERING DESIGN & CONSTRUCTION  
ADMINISTRATION SERVICES  
FOR  
APOLLO PARK, PHASE 3  
Project I.D Number 71-23-SP16**

THIS AGREEMENT made as of the 23rd day of March in the year 2023, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and GARVER, L.L.C., (hereinafter called ENGINEER).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE ENGINEER**

The OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to provide general engineering and consultation as a representative of the OWNER to include the following:

- 1.1** Professional Engineering Services for Design & Construction Administration for Apollo Park, Phase 3, as further described in ARTICLES 2 and 3, and hereinafter called PROJECT.
- 1.2** By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.
- 1.3** Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.
- 1.4** The engineering professionals performing work on this contract shall perform the services with the professional skill and care ordinarily provided by a competent engineering



professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineering professional.

## **ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER**

- 2.1** ENGINEER shall provide for OWNER Professional Engineering Services for Design & Construction Administration of Apollo Park, Phase 3.
- 2.2** These services shall include consultation and advice; customary civil, structural, mechanical and electrical engineering design services; and Architectural services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.
- 2.3** Upon the OWNERS authorization, the ENGINEER shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the PROJECT. The ENGINEER warrants that such construction documents are accurate, coordinated and adequate for the construction and in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER. Products or materials specified by the ENGINEER that are available from only one source shall be justified in writing by the ENGINEER in order to meet applicable federal, state, or local procurement or bid requirements.
- 2.4** A contract for the professional services of a design professional shall require the design professional to perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.
- 2.5** The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.
- 2.6** The ENGINEER shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.
- 2.7** The ENGINEER shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 3. The ENGINEER shall also incorporate into its design, where applicable, Americans with Disabilities Act (ADA) grades, elevations and layout for each handicap ramp within the project. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.
- 2.8** The ENGINEER shall obtain all Planning Commission approvals with regard to location, character and extent, as required.
- 2.9** The ENGINEER shall obtain a Utility Project Notification Form (Attachment 10) from all affected utilities on the project by the 60% design review stage. Acceptance shall be provided as a signed original by all affected parties at the 90% design review stage.

- 2.10** The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.
- 2.11** During the process of design and preparation of the construction documents, the ENGINEER shall review with the OWNER the construction documents, the estimate of probable construction cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the ENGINEER shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.
- 2.12** Field surveying work is required and shall be performed in accordance with "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors. Surveying shall include P.K. Nails or other permanent stationing markings as well as staking of right-of-way, easements and parcels of land acquired by the City of Huntsville. Property corners shall be set at the new right-of-way. Easements shall be staked as requested by the City of Huntsville. The above field work shall be performed as a minimum as needed at the time of right-of-way acquisition and one additional time near the 100% submittal stage as determined by the OWNER. The cost for these services is included in the fees for Basic Services.

Survey data shall be based on a US Public Land Survey System corner or quarter corner. Said corner or quarter corner shall be field verified by the surveyor and a state plane coordinate provided in deliverables submitted to the City of Huntsville. All survey work shall be based on the following datum's:

|                    |                                                     |
|--------------------|-----------------------------------------------------|
| Coordinate System: | US State Plane                                      |
| Zone:              | Alabama East 0101                                   |
| Vertical Datum:    | The North American Vertical Datum of 1988 (NAVD 88) |
| Horizontal Datum:  | The North American Datum of 1983 (NAD 83)           |
| Geoid Model:       | Geoid18                                             |
| Units:             | US Survey Feet                                      |

- 2.13** The ENGINEER shall comply with the City of Huntsville Tree Ordinance and carry the requirements referenced therein with deliverables (drawings, specifications, etc.) in accordance with Section 27-57 of the City of Huntsville Code of Ordinances (Ord. No. 04-45, §13, 2-12-2004).
- 2.14** The ENGINEER shall prepare the pre-bid agenda after obtaining comments from stakeholders such as affected utilities, City of Huntsville Construction Project Engineer and Inspector(s), and other City of Huntsville departments as applicable. The ENGINEER shall moderate the pre-bid meeting, prepare meeting minutes, make clarifications, prepare addendums, and distribute to bidders.
- 2.15** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

### **ARTICLE 3 – CONSTRUCTION ADMINISTRATION SERVICES OF THE ENGINEER**

- 3.1** The ENGINEER shall provide to OWNER, professional services for activities that occur after the 100% submittal has been made. These services shall include, but not be limited to, consultation and advise, engineering support, design modifications, and shop drawing review.
- 3.2** The ENGINEER shall provide Construction Administration as described below and shall perform those duties and discharge those responsibilities set forth herein.
- 3.3** The ENGINEER shall represent the OWNER during construction. The ENGINEER shall act on behalf of the OWNER only to the extent provided herein. The ENGINEER shall be the OWNER'S design representative during performance of the PROJECT, shall consult with and advise the OWNER on all design and technical matters, and shall be the OWNERS representative in dealing with the construction contractor.
- 3.4** The ENGINEER shall attend pre-construction meetings, prepare monthly progress reports, review and approve invoices, review and approve change orders, attend and keep minutes of meetings with contractors, provide site inspection to the extent necessary to ensure construction is in conformance with the design, resolve the contractor's questions concerning interpretation of the construction documents, act as OWNERS representative in disputes and on claims, and attend public meetings arising out of the construction process.
- 3.5** The ENGINEER shall determine amounts owed to the contractor based upon examinations of the work, evaluations of the contractor's rate of progress in light of the remaining contract time and upon evaluations of the Contractor's Request for Payment, and shall approve, modify or deny the request for payment and report to the OWNER within ten (10) days of receipt of the request from the contractor.
- 3.6** The approval of a Request for Payment by the ENGINEER is an express warranty to the OWNER that the ENGINEER has made an examination of the work, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the construction contract, that all necessary and appropriate lien waivers have been submitted, and that the contractor is entitled to payment of the amount certified. In the case of unit price work the ENGINEER's recommendations for payment shall constitute a final determination of quantities and classifications of such work.
- 3.7** The ENGINEER shall be the initial interpreter of the requirements of the construction documents and the judge of the performance there under by the contractor. The ENGINEER shall act as the OWNER's advisor on claims. The ENGINEER shall render written or graphic interpretations and decisions necessary for the proper execution or progress of the Work with reasonable promptness on request of the contractor.
- 3.8** The ENGINEER shall reject work that does not conform to the contract documents unless directed by the OWNER, in writing, not to do so. Whenever, in the ENGINEER's opinion, it is necessary or advisable, the ENGINEER shall require special examination or testing of the work in accordance with the provisions of the construction contract whether or not such work is fabricated, installed or completed.
- 3.9** The ENGINEER shall review and approve, or take other appropriate action upon, the contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the ENGINEER of the contractor's submittal shall constitute the ENGINEER's representation to the OWNER that such submittal is in conformance with the PROJECT design concept, the construction documents, and the contract for construction. Such action shall be taken with

reasonable promptness so as to cause no delay to the contractor or the PROJECT. OWNER shall receive a copy of all approved shop drawings, product data, samples, etc.

- 3.10** The ENGINEER shall promptly review and approve or take other appropriate action on proposed "equal materials or equipment." The ENGINEER shall not approve any such proposed equal materials or equipment unless such equals conform to the PROJECT design concept, the construction documents, the contract for construction, and the estimated life cycle PROJECT projections.
- 3.11** The ENGINEER shall promptly review and evaluate the results of all inspections, tests and written reports required by the contract for construction, which were required by any governmental entity, or which were necessary or advisable. The ENGINEER shall take appropriate action on test results and shall promptly reject any work that does not conform to and comply with the requirements.
- 3.12** The ENGINEER shall promptly review, administer, manage, and advise the OWNER concerning, proposals and requests for change orders from the contractor. The ENGINEER shall prepare change orders for the OWNER's approval and execution in accordance with the construction contract. The ENGINEER shall not be authorized to "swap out" required changes with reduced construction requirements without the written consent of the OWNER. The ENGINEER shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests, and change orders.
- 3.13** The ENGINEER shall promptly notify the OWNER in writing of any information it obtains pertaining to any claim; alleged claim, including but not limited to mechanics' liens, construction liens, and builder's trust fund claims; or similar claims, involving any PROJECT contractor, supplier, subcontractor, or consultant, whether or not such claims or alleged claims arise from or relate to the PROJECT.
- 3.14** The ENGINEER shall at all times have access to the work wherever it is located. The ENGINEER shall not have control or charge of construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with the work.

#### **ARTICLE 4 - ADDITIONAL SERVICES**

The following services of the ENGINEER are not included in Article 2. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

- 4.1** Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.2** Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.3** Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.

- 4.4 Providing services not otherwise required herein which are made necessary solely by the default of the Contractor or major defects or deficiencies in the work of the contractor. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.
- 4.5 Providing expert witness services and other services arising out of claims.
- 4.6 Provide services to stake site during construction.

## **ARTICLE 5 - RESPONSIBILITIES OF OWNER**

The OWNER, without cost to the ENGINEER, will perform the following in a timely manner so as not to delay the services of the ENGINEER:

- 5.1 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3 Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.
- 5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 5.5 When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER
- 5.6 The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

## **ARTICLE 6 - PERIOD OF SERVICES**

- 6.1 The ENGINEER shall commence services pursuant to this agreement as of March 24, 2023. The final completion date for the completion of design services shall be July 24, 2023, as outlined in Article 2. The final design date for construction administration services, as

outlined in Article 3 shall coincide with the duration of the construction contract for the PROJECT.

The ENGINEER shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The ENGINEER shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the ENGINEER, except for cause.

If the ENGINEER becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the ENGINEER's control, which may result in the schedule of performance of the ENGINEER's services not being met, the ENGINEER shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the ENGINEER's schedule, the OWNER shall promptly notify the ENGINEER. In either event, the ENGINEER's schedule for performance of its services shall be equitably adjusted.

## **ARTICLE 7 - PAYMENT TO THE ENGINEER**

### **7.1 BASIC SERVICES**

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the lump sum of SEVENTY-FIVE THOUSAND FOUR HUNDRED SIXTY-SIX AND NO/100 DOLLARS (\$75,466.00) for Professional Engineering Services for Design & Construction Administration described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

### **7.2 NOT-TO-EXCEED (NTE) CEILING PRICE**

*NTE Ceiling price.* The City of Huntsville (COH) will not be obligated to pay the ENGINEER any amount in excess of the NTE ceiling price as per Attachment "1", and the ENGINEER shall not be obligated to continue performance if to do so would exceed the NTE ceiling price set forth in the referenced attachment, unless and until the COH notifies the ENGINEER in writing that the NTE ceiling price has been increased and specifies in the notice a revised NTE ceiling that shall constitute the NTE ceiling price for performance under this contract. NTE ceiling price increase will be done by a written unilateral change order to the contract issued by the OWNER that will not require the ENGINEER's approval. When and to the extent that the NTE ceiling price set forth in the referenced attachment has been increased, any hours expended and material costs incurred by the ENGINEER in excess of the NTE ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the NTE ceiling price.

### **7.3 EFFECTIVE DATE**

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

### **PAYMENT SUMMARY**

|                                                                                          |             |
|------------------------------------------------------------------------------------------|-------------|
| Professional Engineering Services for Design &<br>Construction Administration – Lump Sum | \$75,466.00 |
|------------------------------------------------------------------------------------------|-------------|

|                               |                           |
|-------------------------------|---------------------------|
| <b>TOTAL CONTRACT AMOUNT:</b> | <b><u>\$75,466.00</u></b> |
|-------------------------------|---------------------------|

### **ARTICLE 8 - GENERAL PAYMENT PROCEDURE**

#### **8.1 INVOICES**

**8.1.1** The ENGINEER shall submit monthly invoices to The Administrative Officer, Engineering Division, for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. Along with each invoice, the ENGINEER must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

**8.1.2** The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

#### **8.2 TIME FOR PAYMENT**

The OWNER shall make payment for services in Articles 2, 3 and 4 within 60 days of receipt of valid invoice.

#### **8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT**

In the event the OWNER becomes credibly informed that any representations of the ENGINEER, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the

ENGINEER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

#### **8.4 REIMBURSABLE EXPENSES**

**8.4.1** In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT. (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: [www.irs.gov/pub/irs-pdf/p1542.pdf](http://www.irs.gov/pub/irs-pdf/p1542.pdf) for more information;
- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications and other documents.

**8.4.2** The ENGINEER shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

#### **8.5 W-9 TAXPAYER FORM**

All ENGINEERING FIRMS are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf).

### **ARTICLE 9 - GENERAL CONSIDERATIONS**

#### **9.1 GENERAL**

OWNER and ENGINEER agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

#### **9.2 SUB-CONTRACTED SPECIALIZED SERVICES**

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "5" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for administration of subcontracted services are limited to no more than 5% of the cost of the subcontracted services.



### **9.3 PEER REVIEW**

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

### **9.4 CLARIFICATION OF WORK**

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

### **9.5 CHANGES**

**9.5.1** The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

**9.5.2** If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and ENGINEER.

### **9.6 ENGINEER'S RECORDS**

Documentation accurately reflecting services performed and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the ENGINEER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the ENGINEER's records at the OWNER's reasonable expense.

### **9.7 SEAL ON DOCUMENTS**

**9.7.1** Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.

- 9.7.2** When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.
- 9.7.3** When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the ENGINEER shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the ENGINEER including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the ENGINEER shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The ENGINEER shall not utilize standards of others without their written consent where written consent is required or implied.
- 9.7.4** Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

## **9.8 USE AND OWNERSHIP OF DOCUMENTS**

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the contractor.

## **9.9 ESTIMATE OF CONSTRUCTION COST**

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and

represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

#### **9.10 TERMINATION FOR CAUSE**

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

#### **9.11 TERMINATION BY THE OWNER WITHOUT CAUSE**

The OWNER may terminate this Agreement without cause upon seven (7) days' written notice to the ENGINEER. In the event of such a termination without cause, the ENGINEER shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the ENGINEER shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

### **ARTICLE 10 - INDEMNITY AND INSURANCE**

#### **10.1 INSURANCE**

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

#### **10.2 MINIMUM SCOPE OF INSURANCE:**

##### **A. General Liability:**

Insurance shall be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERS ENGINEERS Protective Insurance.

##### **B. Commercial General Liability**

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

##### **C. Professional Liability:**

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time

frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

**D. Automobile Liability:**

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

**E. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

**F. Employers Liability Insurance:**

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

**10.3 MINIMUM LIMITS OF INSURANCE:**

**A. General Liability:**

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

\$ 2,000,000 General Aggregate Limit  
\$ 2,000,000 Products - Completed Operations Aggregate  
\$ 1,000,000 Personal & Advertising Injury  
\$ 1,000,000 Each Occurrence

**B. Professional Liability:**

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

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

**C. Automobile Liability:**

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

**D. Workers' Compensation:**

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

**E. Employers Liability:**

\$ 1,000,000 Bodily Injury by Accident or Disease  
\$ 1,000,000 Policy Limit by Disease

**10.4 OTHER INSURANCE PROVISIONS:**

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

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

**A. All Coverage:**

The ENGINEER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

**10.5 ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

**10.6 VERIFICATION OF COVERAGE:**

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

**10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

**10.8 HOLD HARMLESS AGREEMENT:**

**A. Professional Liability Exposures:**

The ENGINEER, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, judgments and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, caused by any negligent act, error or omission of the ENGINEER or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

To the fullest extent permitted by law, the ENGINEER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such information is promptly given to the OWNER

**B. Other Than Professional Liability:**

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, judgments, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom actually or allegedly caused by the ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

## **ARTICLE 11- MISCELLANEOUS PROVISIONS**

### **11.1 GOVERNING LAW**

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

### **11.2 INTENT AND INTERPRETATION**

**11.2.1** The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the ENGINEER.

**11.2.2** This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

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

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

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

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

### **11.3 TIME IS OF THE ESSENCE**

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The ENGINEER understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

### **11.4 SUCCESSORS AND ASSIGNS**

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

### **11.5 NO THIRD-PARTY BENEFICIARIES**

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, any third party, against the OWNER or the ENGINEER.

### **11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY**

All information, documents, and electronic media, computer source code furnished by the OWNER to the ENGINEER belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the ENGINEER, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the ENGINEER on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. This Section 11.6 shall survive the expiration of this Agreement.

#### **11.7 SUBCONTRACT REQUIREMENTS**

The ENGINEER shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor (s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

#### **11.8 NOTICES**

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

#### **11.9 FEDERAL IMMIGRATION LAW**

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

#### **11.10 STRICT COMPLIANCE**

No failure of the OWNER to insist upon strict compliance by the ENGINEER with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the ENGINEER's obligations.

#### **11.11 WAIVER**

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

#### **11.12 SEVERABILITY**

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

#### **11.13 ETHICS**

The ENGINEER shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The ENGINEER shall not confer on any governmental, public or quasi-public official having any authority or influence over the



PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The ENGINEER shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the ENGINEER, OWNER or PROJECT in which the ENGINEER has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the ENGINEER or in which any consultant, trade contractor, subcontractor, or supplier of the ENGINEER has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the ENGINEER and the ENGINEER'S subconsultants shall not offer services to the OWNER'S contractor.

#### 11.14 ENTIRE AGREEMENT

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

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

**ENGINEER:**  
**GARVER, L.L.C.**

**OWNER:**  
**CITY OF HUNTSVILLE**

BY: \_\_\_\_\_  
Ryan Patton

BY: \_\_\_\_\_  
Tommy Battle

TITLE: \_\_\_\_\_  
Senior Project Manager

TITLE: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Given under my hand this \_\_\_\_\_ day

Given under my hand this \_\_\_\_\_ day

Of \_\_\_\_\_, 2023.

Of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

My commission expires \_\_\_\_\_

**ATTACHMENT 1-Scope of services**

**(Refer to letter dated March 10, 2023, from Andy Dinges to Kathy Martin and attachments).**



5125A Research Drive  
Huntsville, AL 35805

TEL 256.534.5512  
FAX 256.534.5544

www.GarverUSA.com

March 10, 2023

City of Huntsville  
City Engineering  
Attn: Ms. Kathy Martin, PE  
308 Fountain Circle  
Huntsville, AL 35801

**Re: Professional Services Proposal  
Urban Renewal Priority Zone  
Apollo Park Phase 3**

Dear Ms. Martin:

We (Garver) are pleased to offer this proposal to provide professional services to assist the City of Huntsville with Engineering and Landscape Architecture Services for the above referenced project.

**Project Area and General Description of Work :**

This project consists of the design and construction plans for the core infrastructure proposed for the West Huntsville Apollo Park, referred to as Apollo Park Phase 3, to include pond construction, pond liner, landscaping, irrigation, and lighting.

**Scope of Proposed Services:**

**1. Preliminary Design**

Based on previous design reviews and value engineering sessions, prepare preliminary design and construction drawings for the following:

- Grading and hardscape design for the West Huntsville Park.
- Grading Design for the proposed pond expansion, to include grading, pond liner, and outlet control structure.
- Landscaping Plans
- Irrigation Plans
- Lighting Plans

**2. Final Design**

Final Design shall incorporate preliminary design review comments and be produced for the purposes of bidding and construction. Final Design shall include the following:

- Final Construction Plans for West Huntsville Apollo Park, to include pond expansion, pond liner, hardscapes, landscaping, irrigation, and lighting.
- Quantity Take-offs and cost estimate

Apollo Park Phase 3  
 March 10, 2023  
 Page 2 of 2

- Bidding documents
- Garver to assist COH as needed with project bidding

### 3. Construction Phase Services

This proposal does not include construction phase services.

#### Extra Work:

Extra Work not specifically included in the above defined scope will be as directed by the Owner (City Engineer) in writing for an additional fee as agreed upon by the City and Garver.

#### Payment Terms:

We propose to provide the above-described services for a lump sum fee of **\$75,466**. Payment for services would be based upon percentage of total project work completed. Periodic, usually monthly, invoices will be submitted based on the amount of work completed to date. Progress reports will be included with invoices describing the tasks completed during the invoice period.

For additional services not included in the above proposed scope of work but agreed to in writing with the City and Garver, the attached 2023 hourly rate schedule will apply. These rates will remain constant throughout 2023. Updated schedules will be submitted annually for subsequent years under this contract.

We anticipate completing this project on a mutually agreeable schedule. We appreciate this opportunity and look forward to continuing to assist you and the City of Huntsville with the development of the Mid-City Urban Renewal Project. If you have any questions, please feel free to contact us.

Sincerely,

**Garver, LLC**



**Andrew E. Dinges, PE, PLS**  
 Development Team Leader  
 Garver, LLC

In concurrence:


Kathy Martin, PE  
 Director of Engineering  
 City of Huntsville

Date

Attachments: Exhibit A - Project Map  
 Exhibit B – Professional services estimate  
 Exhibit C - 2023 Hourly Rate Schedule





| <div>  <b>EXHIBIT - B</b><br/> Garver - Estimated Labor Requirements and Anticipated Personnel<br/> Fee Proposal for Updates to Construction Drawings and Specifications for West Huntsville Apollo Park<br/> 10-Mar-23 </div>                                                             |                                         |                               |                                   |                        |                            |                          |                        |                        |                        |                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-------------------------------|-----------------------------------|------------------------|----------------------------|--------------------------|------------------------|------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------|
| ITEM                                                                                                                                                                                                                                                                                                                                                                          | Development Team Leader, E-5            | Project Manager, E-4          | Project Engineer, E-3             | Project Engineer, E-1  | Professional Surveyor, S-5 | 2-Man Survey Crew(GPS)   | Technicians, T-3       | Technicians, T-2       | Technician, T-1        | Total                                                                                                                      |
| <b>Master Planning Services</b><br>Master Plan Coordination and Updates<br>Incorporating Master Plan to site and developing layout for design<br>Coordination Meetings and Master Plan Revisions                                                                                                                                                                              | Andrew E. Dinges, PE, PLS<br>@ \$235/HR | Project Manager<br>@ \$200/HR | Landscape Architect<br>@ \$168/HR | Designer<br>@ \$120/HR | PLS<br>@ \$185/HR          | Field Crew<br>@ \$230/HR | Designer<br>@ \$135/HR | CAD Tech<br>@ \$115/HR | CAD Tech<br>@ \$100/HR | Estimated<br>Cost                                                                                                          |
| <b>Master Planning Subtotal =</b>                                                                                                                                                                                                                                                                                                                                             |                                         |                               |                                   |                        |                            |                          |                        |                        |                        |                                                                                                                            |
| <b>Professional Land Surveying Services</b><br>QA/QC/Coordination Meetings<br>Control Surveys / Boundary Surveys/Mapping<br>Utilities Location Surveys, Utility Vicinities<br>Update topographic surveys / provide as-built surveys upon completion of the project<br>Construction Layout Surveys, demo and grading phases                                                    |                                         |                               |                                   |                        |                            |                          |                        |                        |                        | <b>Professional Land Surveying Subtotal =</b><br>\$0.00<br>\$0.00<br>\$0.00<br>\$0.00<br>\$0.00<br>\$0.00<br><b>\$0.00</b> |
| <b>Civil Engineering - Roadway and Site Design Services</b><br>QA/QC/Design Coordination and VE Meetings<br>Design Services including the re-configuration of the pond and pond walls, re-grading of the proposed site, and modification of hardscapes<br>Updates to Construction Plans<br>Updates to Construction Specifications, Quantity Take-offs, estimates, and bidding | 8                                       | 40<br>16<br>16                |                                   | 40<br>80<br>40         |                            |                          |                        |                        |                        | \$1,880.00<br>\$12,800.00<br>\$12,800.00<br>\$9,000.00<br><b>\$35,480.00</b>                                               |
| <b>Civil Engineering - Hydraulic Design Services</b><br>Design small pump and forcemain system to circulate small amount of water between the two ponds                                                                                                                                                                                                                       | 2                                       | 8                             |                                   | 40                     |                            |                          |                        |                        |                        | \$6,870.00                                                                                                                 |
| <b>Electrical Engineering Services</b><br>Design Services, revised photometric layout and circulating plans<br>Update Construction Plans<br>Quantity Take-offs and estimates                                                                                                                                                                                                  |                                         | 2<br>2<br>2                   | 8<br>8<br>8                       | 8                      |                            |                          |                        | 40                     |                        | \$2,704.00<br>\$6,344.00<br>\$1,744.00<br><b>\$10,792.00</b>                                                               |
| <b>Landscape Architecture Services</b><br>QA/QC/Coordination Meetings<br>Landscape Plans and Details<br>Irrigation Design and Plans                                                                                                                                                                                                                                           |                                         |                               | 2<br>8<br>8                       | 40<br>40               |                            |                          |                        | 40<br>40               |                        | \$398.00<br>\$10,744.00<br>\$10,744.00<br><b>\$21,824.00</b>                                                               |
| <b>Engineering during Construction (to be provided under separate agreement)</b><br>Project Management and overall QA/QC<br>Review pay estimates, site visits and coordination of utilities                                                                                                                                                                                   |                                         |                               |                                   |                        |                            |                          |                        |                        |                        | \$0.00<br>\$0.00<br><b>\$0.00</b>                                                                                          |
| <b>Engineering Services During Construction Subtotal =</b>                                                                                                                                                                                                                                                                                                                    |                                         |                               |                                   |                        |                            |                          |                        |                        |                        |                                                                                                                            |
| <b>Estimated cost of reproductions/copies/ equipment rentals, etc.</b>                                                                                                                                                                                                                                                                                                        |                                         |                               |                                   |                        |                            |                          |                        |                        |                        |                                                                                                                            |
| Total Hours                                                                                                                                                                                                                                                                                                                                                                   | 10                                      | 86                            | 42                                | 288                    | 0                          | 0                        | 0                      | 120                    | 0                      | \$500.00                                                                                                                   |
| Hourly Rate                                                                                                                                                                                                                                                                                                                                                                   | \$235.00                                | \$200.00                      | \$168.00                          | \$120.00               | \$185.00                   | \$230.00                 | \$135.00               | \$115.00               | \$100.00               |                                                                                                                            |
| Cost                                                                                                                                                                                                                                                                                                                                                                          | \$2,350.00                              | \$17,200.00                   | \$7,056.00                        | \$34,560.00            | \$0.00                     | \$0.00                   | \$0.00                 | \$13,800.00            | \$0.00                 |                                                                                                                            |
| <b>Garver Fee Total =</b>                                                                                                                                                                                                                                                                                                                                                     |                                         |                               |                                   |                        |                            |                          |                        |                        |                        | <b>\$75,466.00</b>                                                                                                         |

# ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM

## CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

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

- ☒ Legal name(s) (Include "doing business as", if applicable): GARVER, LLC
- ☒ City of Huntsville current taxpayer identification number (if available): 4755  
(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<br>(check appropriate box)                             | Entity I.D. Number<br>& Applicable State                      |
|--------------------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Individual or Sole Proprietorship               | Not Applicable                                                |
| <input type="checkbox"/> General Partnership                             | Not Applicable                                                |
| <input type="checkbox"/> Limited Partnership (LP)                        | Number & State:                                               |
| <input type="checkbox"/> Limited Liability Partnership (LLP)             | Number & State:                                               |
| <input type="checkbox"/> Limited Liability Company (LLC) (Single Member) | Number & State:                                               |
| <input checked="" type="checkbox"/> LLC (Multi-Member)                   | Number & State: <u>136653 - AL</u><br><u>01-0733400 - EIN</u> |
| <input type="checkbox"/> Corporation                                     | Number & State:                                               |
| <input type="checkbox"/> Other, please explain:                          | Number & State (if a filing entity under state law):          |

710309583  
AL TAX ID

- C. **Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.
- D. **Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

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

Signature: [Signature]  
Type or legibly write name: JERRY D. McCaskey

Title (if applicable): Regional Office Administrator  
Date: 1/6/12

**ATTACHMENT 3**  
**CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES**

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.
2. City of Huntsville Engineering Standards, 1991.
3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.
4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.
6. City of Huntsville Subdivision Regulations, 1991.



## **ATTACHMENT 4** **DESIGN REVIEWS**

### **0% COMPLETE – PRE-DESIGN CONFERENCE**

The ENGINEER shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

### **CONFERENCE FORMAT**

The pre-design meeting will be initiated by the OWNER. The purpose of the conference will be to give the ENGINEER an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project Engineer and other personnel working on the PROJECT.

#### **ATTENDEES:** (Required)

- ENGINEER
- ALDOT (as appropriate for the type of project)
- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning

#### **DISCUSSION TOPICS :**

- Authority of OWNERS representative (Written submittal made to the ENGINEER)
- Tree Ordinance
- Scope of Work
- Time Requirements
- Budget Restraints
- Testing Requirements
- Permit Responsibilities
- Design criteria
- LC&E requirements
- Plan Requirements
- Special Conditions
- Utility Project Notification and a list of all utilities that need to be contacted.

#### **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's subconsultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.
2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the ENGINEER'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the ENGINEER and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at <http://www.huntsvilleal.gov/engineering/index.php>.
3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the ENGINEER shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period Of Services in Article 6. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

## **ATTACHMENT 4** **DESIGN REVIEWS**

### **30% COMPLETE – CONCEPTUAL DESIGN**

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the ENGINEER's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the ENGINEER to review the proposed field alignment of the PROJECT.

### **CONFERENCE FORMAT**

#### **ATTENDEES: (Required)**

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

#### **DISCUSSION TOPICS:**

- ENGINEER presents recommended design/solutions along with other options and alternatives considered
- ENGINEER presents updates on progress of permitting requirements
- ENGINEER presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- ENGINEER presents budgetary constraints

#### **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. A preliminary list of all permits to be obtained with associated fees.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.
4. One (1) complete set of all approved permits including Location, Character, and Extent.

## **ATTACHMENT 4** **DESIGN REVIEWS**

### **60% COMPLETE – PRELIMINARY DESIGN CRITERIA**

The review of the PROJECT at this point is primarily to insure that funding limitations are not being exceeded and to insure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional review may be required by the OWNER to review changes proposed from previous submittals.

### **CONFERENCE FORMAT**

#### **ATTENDEES: (Required)**

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

#### **DISCUSSION TOPICS:**

- Additional land acquisition needs, as required.
- Utility Project Notification and a list of all utilities that need to be contacted
- Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- Update on progress of permitting requirements.
- Erosion control plan requirements, if required by the OWNER.
- Budget constraints.
- Progress on coordination with other project participants such as the City of Huntsville Real Estate Officers (Engineering Department), State of Alabama, sub consultants, etc.

**REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)
2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.
4. Three (3) copies of preliminary plans for utilities shall be submitted.
5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)
6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.
7. Detailed preliminary construction cost estimate shall be submitted.
8. Results of geotechnical investigations shall be submitted.
9. A list of comments made at the 30% review and a summary of each resolution.
10. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

## **ATTACHMENT 4** **DESIGN REVIEWS**

### **90% COMPLETE – FINAL REVIEW**

The review of this submittal is to ensure that the design is in accordance with directions provided the ENGINEER during the design process.

### **CONFERENCE FORMAT**

#### **DISCUSSION TOPICS**

Discussion topics will be handled open forum.

#### **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, if required, Technical specifications, Right-of way drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete.
2. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.
3. A list of comments made at the 60% review and a summary of each resolution.
4. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:
  - Item Number
  - Item Description with standard specification used
  - Detailed calculation to include all measurements, conversion factors, and "standard" weights used
  - Final "calculated" amount and any "increased" amounts
  - Notes to include any deviation from referenced standard specifications

**ATTACHMENT 4**  
**DESIGN REVIEWS**

**100% COMPLETE – READY TO ADVERTISE**

After the 90% review, the ENGINEER shall revise the construction documents by incorporating any comments generated during the previous design reviews. The ENGINEER shall prepare final hard copy contract specifications, prepare a bid form, and update the cost estimate as necessary.

**ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE**

**Exhibit C**  
**2023 Hourly Rate Schedule**

2020 Hourly Rate Schedule

| Classification                     | Rates |        |
|------------------------------------|-------|--------|
| <b>Engineers / Architects</b>      |       |        |
| E-1                                | \$    | 120.00 |
| E-2                                | \$    | 148.00 |
| E-3                                | \$    | 168.00 |
| E-4                                | \$    | 200.00 |
| E-5                                | \$    | 235.00 |
| E-6                                | \$    | 275.00 |
| <b>Designers</b>                   |       |        |
| D-1                                | \$    | 115.00 |
| D-2                                | \$    | 137.00 |
| D-3                                | \$    | 155.00 |
| <b>Technicians</b>                 |       |        |
| T-1                                | \$    | 100.00 |
| T-2                                | \$    | 115.00 |
| T-3                                | \$    | 135.00 |
| <b>Surveyors</b>                   |       |        |
| S-1                                | \$    | 56.00  |
| S-2                                | \$    | 71.00  |
| S-3                                | \$    | 90.00  |
| S-4                                | \$    | 120.00 |
| S-5                                | \$    | 185.00 |
| S-6                                | \$    | 205.00 |
| 2-Man Crew (Survey)                | \$    | 210.00 |
| 3-Man Crew (Survey)                | \$    | 255.00 |
| 2-Man Crew (GPS Survey)            | \$    | 230.00 |
| 3-Man Crew (GPS Survey)            | \$    | 280.00 |
| <b>Construction Observation</b>    |       |        |
| C-1                                | \$    | 110.00 |
| C-2                                | \$    | 145.00 |
| C-3                                | \$    | 195.00 |
| C-4                                | \$    | 250.00 |
| C-5                                | \$    | 285.00 |
| <b>Management / Administration</b> |       |        |
| AM-1                               | \$    | 57.00  |
| AM-2                               | \$    | 90.00  |
| AM-3                               | \$    | 120.00 |



**ATTACHMENT 6 - PROGRESS REPORT**  
**(Article 8)**

PROGRESS REPORT NO. \_\_\_\_\_ FOR MONTH AND YEAR \_\_\_\_\_

PROJECT \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

DATE \_\_\_\_\_ CITY'S PROJECT ENGINEER \_\_\_\_\_

CONSULTANT \_\_\_\_\_ CONSULTANT'S PROJ. MAN. \_\_\_\_\_

CURRENT MONTH % COMPLETE: \_\_\_\_\_ PREV. MONTH % COMPLETE: \_\_\_\_\_

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

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| MILESTONE SUBMITTALS        | SCHEDULED DATE       | ACTUAL DATE |
|-----------------------------|----------------------|-------------|
| 30%                         | _____                | _____       |
| 60%                         | _____                | _____       |
| 90%                         | _____                | _____       |
| 100%                        | _____                | _____       |
| "FINAL" INVOICE SUBMITTED   | _____                | _____       |
| SUBCONSULTANTS PAID IN FULL | <u>July 24, 2023</u> | _____       |

CONTRACTED COMPLETION DATE: shall coincide with the duration of the construction contract for the project.

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 5) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? \_\_\_\_\_ YES \_\_\_\_\_ NO

\*If yes, send an electronic copy to the Project engineer

COMMENTS:

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This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

\_\_\_\_\_  
CONSULTANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY PROJECT ENGINEER

\_\_\_\_\_  
DATE

**ENGINEER**      **ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE**

(Article 9.2)

| CONSULTANT NAME<br>AND ADDRESS | DESCRIPTION OF SERVICES | FEE |
|--------------------------------|-------------------------|-----|
|                                | N/A                     |     |
|                                |                         |     |
|                                |                         |     |
|                                | SUB-TOTAL               |     |
|                                | 5% Administrative Fee   |     |
|                                | TOTAL                   |     |

**ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST**

| <b>REQUIREMENT</b>                                                                                                                                               | <b>SUBMIT TO</b>     | <b>SUBMITTAL REQUIREMENT DATE</b>                                 | <b>NUMBER OF COPIES</b> | <b>REFERENCE SECTION OF CONTRACT AND COMMENTS</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------|-------------------------|---------------------------------------------------|
| Deviations from OWNER's standards.                                                                                                                               | OWNER                | Prior to incorporating deviations.                                | 2                       | Article 2.5                                       |
| Products or materials specified by the ENGINEER that are available from only one source.                                                                         | OWNER                | Prior to 100% submittal.                                          | 2                       | Article 2.2                                       |
| ADA grades, elevations and layout                                                                                                                                | OWNER                | 90% review, 100% complete                                         | 2                       | Article 2.6                                       |
| Approval of ENGINEER's Request for Payment.                                                                                                                      | OWNER                | Within ten (10) days of receipt of the request from the ENGINEER. | N/A                     | Article 3.4                                       |
| Approval of ENGINEER submittals                                                                                                                                  | OWNER                | So as to cause no delay to the ENGINEER or the PROJECT.           | N/A                     | Article 3.8                                       |
| Change order changes that reduce construction requirements.                                                                                                      | OWNER                | Prior to authorizing a change.                                    | N/A                     | Article 3.11                                      |
| Any information pertaining to any claim.                                                                                                                         | OWNER                | Immediately                                                       | 2                       | Article 3.12                                      |
| Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.             | ENGINEER             | So as to not delay the services of the ENGINEER.                  | 2                       | Article 5.1, 5.2                                  |
| Notification of delays.                                                                                                                                          | ENGINEER;<br>OWNER   | Promptly                                                          | 4                       | Article 6.1                                       |
| ENGINEER's monthly invoices.                                                                                                                                     | OWNER                | Monthly                                                           | 4                       | Article 8.1.1                                     |
| Consultant progress report.                                                                                                                                      | OWNER                | Monthly                                                           | 4                       | Article 8.1.1                                     |
| Records, data, parameters, design calculations and other information.                                                                                            | OWNER                | Cancellation of contract.                                         | 2                       | Article 9.7                                       |
| Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. | OWNER                | Upon notice from the OWNER.                                       | 2                       | Article 9.4                                       |
| Termination notification.                                                                                                                                        | OWNER or<br>ENGINEER | 7 days prior to termination.                                      | 2                       | Article 9.10 & 9.11                               |

|                                                                         |                  |                                                                                                                                                                           |                                                  |                                                                                 |
|-------------------------------------------------------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------------------------------|
| Certificate of Insurance for ENGINEER.                                  | OWNER            | At 0% design conference                                                                                                                                                   | 1                                                | Article 10.2(B), 10.6, and Attachment 4.                                        |
| Insurance cancellation, suspension, or reduction in coverage or limits. | OWNER            | 30 days prior to effective date except for cancellation which is 10 days notification.                                                                                    | 1                                                | Article 10.4(A)                                                                 |
| Certificate of insurance for sub consultants/subcontractors.            | OWNER            | At 0% design conference.                                                                                                                                                  | 1                                                | Article 10.7                                                                    |
| A schedule in Microsoft Projects format showing the critical path.      | Project Engineer | Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 6                                                              | 1 hard; 1 digital                                | Attachment 4                                                                    |
| Drawings.                                                               | Project Engineer | 30% complete design review, 60% design review, 90% review, and 100% complete.                                                                                             | 3                                                | Attachment 4                                                                    |
| Cost estimate.                                                          | Project Engineer | 30% complete design review, 60% review, 90% review, and 100% complete.                                                                                                    | 3                                                | Attachment 4                                                                    |
| Hydraulic reports.                                                      | Project Engineer | 60% design review.                                                                                                                                                        | 2                                                | Attachment 4                                                                    |
| Preliminary plans for utilities.                                        | Project Engineer | 60% design review.                                                                                                                                                        | 3                                                | Attachment 4                                                                    |
| Real Estate Deliverables                                                | Project Engineer | 60% design review, 90% review, 100% complete.                                                                                                                             | Reference Real Estate Division Plan Requirements | Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document |
| Traffic Control plan.                                                   | Project Engineer | 60% design review.                                                                                                                                                        | N/A                                              | Attachment 4                                                                    |
| Results of geotechnical investigations.                                 | Project Engineer | 30% design review.                                                                                                                                                        | 2                                                | Attachment 4                                                                    |
| Technical specifications.                                               | Project Engineer | 90% review, 100% complete.                                                                                                                                                | N/A                                              | Attachment 4                                                                    |
| Relocation of Utilities                                                 | Project Engineer | 0% review – list of all utilities that need to be contacted<br>60% review – from all affected parties<br>90% review – Signed Acceptance Utility Project Notification Form | 2                                                | Attachment 4, 10                                                                |
| Design Calculations                                                     | Project Engineer | 90% review, 100% complete                                                                                                                                                 | 1                                                | Attachment 4                                                                    |
| Digital copy of drawings.                                               | Project Engineer | 100% complete – 1 in .dgn format; 1 in .tiff or .pdf format                                                                                                               | 2                                                | Attachment 4                                                                    |
| Digital text files.                                                     | Project Engineer | 100% complete.                                                                                                                                                            | 1                                                | Attachment 4                                                                    |
| Bid Quantities.                                                         | Project Engineer | 100% complete. Digital in Excel 2003 format and hard copy                                                                                                                 | 3                                                | Attachment 4                                                                    |
| Permits and Permit Applications                                         | Project Engineer | 100% complete.                                                                                                                                                            | 1                                                | Attachment 4                                                                    |
| Field notes.                                                            | Project Engineer | 100% complete.                                                                                                                                                            | 1                                                | Attachment 4                                                                    |

|                             |                  |                                                                                          |                           |              |
|-----------------------------|------------------|------------------------------------------------------------------------------------------|---------------------------|--------------|
| Digital aerial photography. | Project Engineer | 100% complete.                                                                           | 1                         | Attachment 4 |
| Progress Report (Art. 8)    | Project Engineer | 30% complete design review, 60% design review, 90% design review, 100% completion stage. | 4 hard; 1 digital monthly | Attachment 4 |

## **ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS**

### **DRAWINGS**

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and ENGINEER's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

### **OTHER DOCUMENTS**

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, flash drive, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2010 format.

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

Schedules shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping".

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land surveying as defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

Working drawings or other documents shall contain a statement to the effect "Preliminary-Not for construction, recording purposes or implementation."

**ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM**

NAME: \_\_\_\_\_  
(Utility Name)

PROJECT NAME: \_\_\_\_\_ PROJECT  
NUMBER: \_\_\_\_\_

CONSULTING ENGINEER: \_\_\_\_\_  
(Name)

ENGINEERING  
REPRESENTATIVE \_\_\_\_\_ PHONE: \_\_\_\_\_

I have reviewed design drawings or other information as available, and:

DO \_\_\_\_\_

DO NOT \_\_\_\_\_

have facilities that will require relocation. If relocation is required, a construction duration of \_\_\_\_\_ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:

NAME OF UTILITY: \_\_\_\_\_

NAME OF UTILITY: \_\_\_\_\_

NAME OF UTILITY: \_\_\_\_\_

OTHER: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_  
OFFICE CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

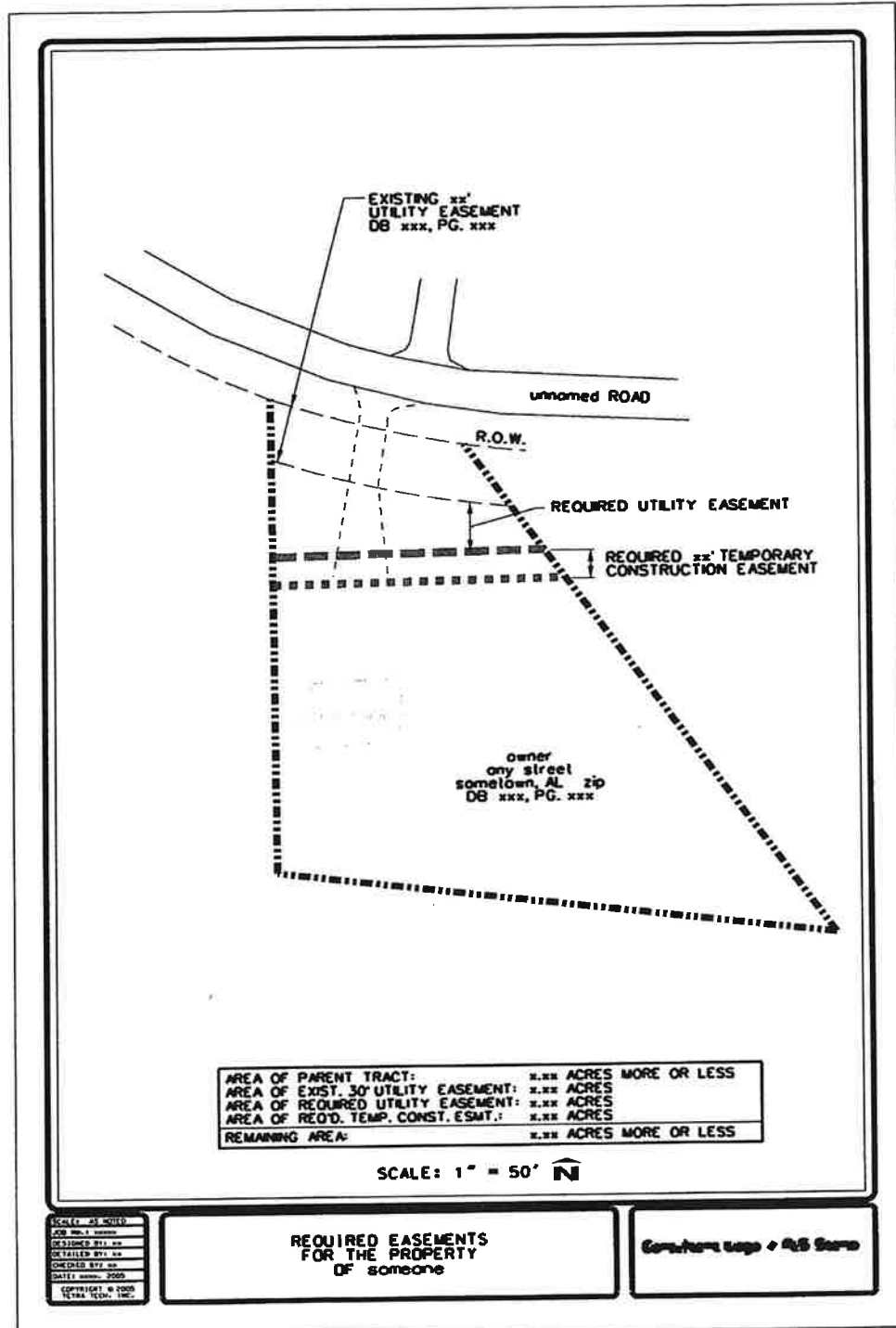
DATE: \_\_\_\_\_



## ATTACHMENT 11

| TITLE SHEET                                                                                                                                                                                                                                                                                                       |  | PROJECT NAME AND INFORMATION                 |  | HUNTSVILLE ALABAMA                                  |  | CITY OF HUNTSVILLE                                                                                                                                                             |  | HUNTSVILLE ALABAMA  |  | PROJECT NO. XXXXXXXXX |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------|--|-----------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------|--|-----------------------|--|
| <div style="display: flex; justify-content: space-between;"> <div> <p>CONSTRUCTION PLANS FOR</p> <p><b>PROJECT NAME</b></p> <p><b>PROJECT INFORMATION</b></p> </div> <div> <p>FOR THE</p> <p><b>CITY OF HUNTSVILLE</b></p> <p><b>HUNTSVILLE, ALABAMA</b></p> <p><b>(PROJECT NO. XXXXXXXXX )</b></p> </div> </div> |  | <p><b>SAMPLE STANDARD DRAWING FORMAT</b></p> |  | <p><b>HUNTSVILLE</b></p> <p>The Star of Alabama</p> |  | <p><b>INDEX OF DRAWINGS</b></p> <p><b>SHEET NO.</b></p> <p>INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.</p> |  | <p><b>TITLE</b></p> |  | <p><b>DATE</b></p>    |  |

# **ATTACHMENT 12** **SAMPLE**



...easementtemplate\_V7.dgn 3/17/2006 12:11:14 PM

## **ATTACHMENT 13**

### **United States National Map Accuracy Standards**

*With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:*

1. **Horizontal accuracy.** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*
2. **Vertical accuracy,** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*
3. **The accuracy of any map may be tested** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*
4. **Published maps meeting these accuracy requirements** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*
5. **Published maps whose errors exceed those aforesaid** *shall omit from their legends all mention of standard accuracy.*
6. **When a published map is a considerable enlargement** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*
7. **To facilitate ready interchange and use of basic information for map construction** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

## ATTACHMENT 14

### ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS

#### **DRAWINGS:**

##### Individual Parcels

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
  - Before
  - After
  - Taking
- All Parcels shall be closed shapes (polygons).
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

##### Overall Project Land Acquisition Maps

- Total project drawing in dgn or dxf format
- Indicate the following:
  - Stationing on Centerline
  - Existing Right-of-Way
  - Proposed Right-of-Way
  - Existing Easements
  - Proposed Easements
  - Existing Pavement
  - Proposed Pavement/Sidewalks/Structures
  - Existing Structures
  - Property Ownership

##### Color Standards

*(SAMPLE)*

| <u>Description</u> | <u>Color</u> | <u>Line Style</u> | <u>Type</u>    |
|--------------------|--------------|-------------------|----------------|
| Existing ROW       | Red          | Medium Dashed     |                |
| Proposed ROW       | Red          | Solid             | Closed Polygon |
| Existing Easements | Orange       | Medium Dashed     |                |
| Proposed Easements | Orange       | Solid             | Closed Polygon |
| TCE                | Pink         | Solid             | Closed Polygon |

#### **DESCRIPTIONS:**

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

#### **GENERAL:**

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.

- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

**ATTACHMENT 15 - GIS BASE MAP**

| DESIGN LEVEL | CONTENTS                                               | LINE CODE | COLOR | WEIGHT | TEXT SIZE  | FONT | CELL NAME |
|--------------|--------------------------------------------------------|-----------|-------|--------|------------|------|-----------|
| 1            | State Plane Coordinate Grid                            | 0         | 0     | 0      | 20         | 0    |           |
| 2            | Benchmarks                                             | 0         | 0     | 0      |            |      |           |
| 3            | Private Street Text                                    | 0         | 105   | 0      | 20         | 0    |           |
| 3            | Street Text                                            | 0         | 3     | 0      | 20 (or 18) | 0    |           |
| 4            | Street R/W                                             | 7         | 0     | 0      |            |      |           |
| 5            | Street Centerline                                      | 7         | 0     | 0      |            |      |           |
| 6            | Street Pavement                                        | 0         | 3     | 0      |            |      |           |
| 6            | Proposed Street Pavement                               | 3         | 16    | 0      |            |      |           |
| 6            | Private Streets                                        | 0         | 105   | 0      |            |      |           |
| 6            | Proposed Private Road                                  | 3         | 105   | 0      |            |      |           |
| 7            | Parking Lots                                           | 1         | 3     | 1      |            |      |           |
| 7            | Private Lots used as Roads                             | 1         | 105   | 1      |            |      |           |
| 8            | Secondary Roads--Private                               | 2         | 105   | 0      |            |      |           |
| 8            | Secondary Roads                                        | 2         | 3     | 0      |            |      |           |
| 8            | Trails                                                 | 3         | 3     | 0      |            |      |           |
| 9            | Secondary Roads/Trails Text                            | 0         | 3     | 0      | 20         | 0    |           |
| 10           | Sidewalks                                              | 5         | 3     | 0      |            |      |           |
| 11           | Bridges/Culverts/Paved Ditches                         | 0         | 0     | 0      |            |      |           |
| 12           | Hydrology - Major                                      | 6         | 1     | 0      |            |      |           |
| 12           | Hydrology - Minor, Ditches                             | 7         | 1     | 0      |            |      |           |
| 13           | Hydrology - Text                                       | 0         | 1     | 0      | 25         | 23   |           |
| 14           | Tailings & Quarries, Athletic Fields/Text, misc. areas | 0         | 1     | 0      |            |      |           |
| 15           | Greenways                                              | 3         | 48    | 0      |            |      |           |
| 16           | Speed Tables                                           | 0         | 3     | 0      |            |      | TCALM     |
| 17           | Railroad Tracks (Patterned)                            | 0         | 2     | 0      |            |      | RR        |
| 18           | Railroad Text                                          | 0         | 2     | 0      | 25         | 0    |           |
| 19           | Railroad R/W                                           | 2         | 2     | 0      |            |      |           |
| 20           | Utility Poles (Cell)                                   | 0         | 5     | 0      |            |      | P POLE    |
| 21           | Utility Easements                                      | 3         | 5     | 0      |            |      |           |
| 22           | Utility Text                                           | 0         | 5     | 1      |            |      |           |
| 23           | Geographic Names                                       | 0         | 3     | 1      |            |      |           |
| 24           | Building Structures                                    | 0         | 0     | 0      |            |      |           |
| 24           | Pools and Text                                         | 0         | 1     | 0      | 10         | 1    |           |
| 24           | Future Site of Structures                              | 2         | 0     | 0      |            |      | STRUCT    |
| 24           | Existing Structures (exact location and shape unknown) | 2         | 0     | 0      |            |      | STRCEX    |
| 25           | Property Lines/ refuge bdy.                            | 6         | 6     | 1      | 30         | 1    |           |
| 26           | Cadastral Polygons                                     | 6         | 6     | 0      |            |      |           |
| 27           | Ownership Text                                         | 0         | 6     | 1      |            |      |           |
| 28           | Cemeteries/Text                                        | 4         | 6     | 0      | 10         | 1    |           |
| 29           | Lot Numbers                                            |           |       |        | 25         | 0    |           |
| 30           | Block Numbers                                          |           |       |        | 30         | 0    |           |
| 31           | Addition Names                                         | 0         | 0     | 0      | 35         | 0    |           |
| 32           | Open                                                   |           |       |        |            |      |           |
| 33           | Lot Ticks                                              |           |       |        |            |      |           |
| 34           | Lot Lines/Property Lines                               | 6         | 6     | 0      |            |      |           |
| 35           | Trees/Hedge Rows                                       | 0         | 6     | 0      | AS=1       |      | TREES     |
| 36           | GPS Monuments                                          | 0         | 5     | 0      | 18         | 23   | CONTRL    |
| 37           | 2' Topo Contour                                        |           |       |        |            |      |           |
| 38           | 5' Topo Contour                                        | 0         | 7     | 0      |            |      |           |

|    |                                     |   |     |   |       |   |                  |
|----|-------------------------------------|---|-----|---|-------|---|------------------|
| 39 | 25' Major Topo Contour              | 0 | 7   | 0 |       |   |                  |
| 40 | X Spot Elevation                    | 0 | 7   | 0 |       |   |                  |
| 41 | FEMA Monuments/Labels               | 0 | 3/0 | 0 | 18    | 1 | FEMA             |
| 42 | Quarter Sections                    |   |     |   |       |   |                  |
| 43 | Section Lines                       | 0 | 5   | 0 |       |   |                  |
| 44 | Features                            | 0 | 2   | 0 |       |   |                  |
| 44 | Cell Towers                         | 0 | 12  | 0 | AS=1  |   | CELTWR           |
| 45 | Fences (Pattern)                    | 0 | 8   | 0 | AS=1  |   | FENCE            |
| 46 | Format/Legend                       | 0 | 0   | 0 |       |   | Limleg<br>Madleg |
| 47 | Mass Points                         | 0 | 7   | 2 |       |   |                  |
| 48 | Break Lines                         | 0 | 7   | 2 |       |   |                  |
| 49 | Open                                |   |     |   |       |   |                  |
| 50 | Billboards                          | 0 | 37  | 1 |       |   | BBOARD           |
| 51 | Sanitary Sewer                      | 0 |     | 3 |       |   |                  |
| 52 | Sanitary Sewer Text                 |   |     |   |       |   |                  |
| 53 | Storm Water Features                | 0 |     | 3 |       |   |                  |
| 54 | Storm Water Text                    |   |     |   |       |   |                  |
| 55 | Open                                |   |     |   |       |   |                  |
| 56 | Property Address                    | 0 | 1   | 0 |       |   |                  |
| 57 | Text Tag for Buildings              | 0 | 1   | 0 | 10-20 | 1 |                  |
| 58 | One Way Arrows                      | 1 | 3   | 1 |       |   |                  |
| 59 | Open                                |   |     |   |       |   |                  |
| 60 | Open                                |   |     |   |       |   |                  |
| 61 | Open                                |   |     |   |       |   |                  |
| 62 | Monuments for Setup<br>(point cell) |   |     |   |       |   |                  |
| 63 | Open                                |   |     |   |       |   |                  |

## **ATTACHMENT 16 – REQUIRED DELIVERABLES**

Checklist must be submitted at 100% review and with final invoice.

This is a submittal only. **Return this sheet with submittal**

| <b><u>YES</u></b>        | <b><u>NO</u></b>         | <b>REQUIRED SUBMITTALS TO THE PROJECT ENGINEER</b>                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Two (2) sets of complete construction drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the <u>Code of Alabama</u> (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey. |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction drawings (must be signed and sealed) – sized 11" x 17".                                                                                                                                                                                                                                                                                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone                                                                                                                                                                                                                                         |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. One (1) Micro station digital file of right-of-way drawings.                                                                                                                                                                                                                                                                                                                                                                                                  |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)                                                                                                                                                                                                                                                                                                                                                                    |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)                                                                                                                                                                                                                                                                                                                                                                          |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. One (1) print copy of Final Construction Cost Estimate.                                                                                                                                                                                                                                                                                                                                                                                                       |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. One (1) digital spread sheet file of Final Construction Cost Estimate.                                                                                                                                                                                                                                                                                                                                                                                        |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities.                                                                                                                                                                                                                                                                                                                                                          |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. One (1) digital spread sheet file (Excel 2003 format) of Final Bid Quantities.                                                                                                                                                                                                                                                                                                                                                                               |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. Two (2) print sets of contract specifications.                                                                                                                                                                                                                                                                                                                                                                                                               |
| <input type="checkbox"/> | <input type="checkbox"/> | 12. One (1) digital text file of contract specifications.                                                                                                                                                                                                                                                                                                                                                                                                        |
| <input type="checkbox"/> | <input type="checkbox"/> | 13. One (1) complete set of signed and sealed calculations.                                                                                                                                                                                                                                                                                                                                                                                                      |
| <input type="checkbox"/> | <input type="checkbox"/> | 14. One (1) complete set of permits for COH signature and Engineer's submittal to include but not limited to USACE, ADEM NPDES NOI, ETC. This package will also include CBMPP, ALDOT Maintenance, ROW and utility permit Applications for ALDOT Funded Projects as required.                                                                                                                                                                                     |
| <input type="checkbox"/> | <input type="checkbox"/> | 15. One (1) complete set of all field notes.                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <input type="checkbox"/> | <input type="checkbox"/> | 16. One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.                                                                                                                                                                                                                                                                                                                                                         |
| <input type="checkbox"/> | <input type="checkbox"/> | 17. Utility Project Notification forms and a list of all utilities that need to be contacted.                                                                                                                                                                                                                                                                                                                                                                    |

Engineer \_\_\_\_\_





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-100

---

**Department:** Water Pollution Control

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Garver, L.L.C. for Land Surveying Services for Sanitary Sewer Manhole Mapping, Project No. 71-23-SP14.

**Type of Document:** Resolution No.

**Finance Information:**

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

**City Cost Amount:** Not to Exceed \$87,200.00

**Total Cost:** Not to Exceed \$87,200.00

**Special Circumstances:** N/A

**Grant Funded:** N/A

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

**Resolution #:** N/A

**Location: (list below)** N/A

**Address:** N/A

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

**Additional Comments:** N/A





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2697

---

**Department:** Water Pollution Control

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Garver, L.L.C. for Land Surveying Services for Sanitary Sewer Manhole Mapping, Project No. 71-23-SP14.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 6010-76-00000-526000-000000000

**City Cost Amount:** Not to Exceed \$87,200.00

**Total Cost:** Not to Exceed \$87,200.00

**Special Circumstances:** N/A

**Grant Funded:** N/A

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

**Resolution #:** N/A

**Location: (list below)** N/A

**Address:** N/A

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

**Additional Comments:** N/A



**RESOLUTION NO. 23-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between the City of Huntsville and Garver, L.L.C., in the total amount of EIGHTY-SEVEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$87,200.00) for Land Surveying Services for Sanitary Sewer Manhole Mapping, Project No. 71-23-SP14, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and Garver, L.L.C. for Land Surveying Services for Sanitary Sewer Manhole Mapping, Project No. 71-23-SP14" consisting of a total of seventeen (17) pages plus twenty one (21) additional pages consisting of Attachments 1-15, and the date of March 23, 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 23<sup>rd</sup> day of March, 2023.

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

**APPROVED** this the 23<sup>rd</sup> day of March, 2023.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
GARVER, L.L.C.  
FOR  
LAND SURVEYING SERVICES  
FOR  
SANITARY SEWER MANHOLE MAPPING**

**PROJECT NO. 71-23-SP14**

**MARCH 23, 2023**

\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, AL  
Date: March 23, 2023

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AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
GARVER, L.L.C.  
FOR  
LAND SURVEYING SERVICES  
FOR  
SANITARY SEWER MANHOLE MAPPING  
  
PROJECT NO. 71-23-SP14

THIS AGREEMENT made as of the 23rd day of March in the year 2023, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and GARVER, L.L.C., (hereinafter called SURVEYOR).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE SURVEYOR**

The OWNER hereby engages the SURVEYOR, and the SURVEYOR hereby accepts the engagement to provide general land surveying and consultation as a representative of the OWNER to include the following:

- 1.1 Professional Land Surveying services for Sanitary Sewer Manhole Mapping, as further described in ARTICLE 2, and hereinafter called PROJECT.
- 1.2 By executing this Agreement, the SURVEYOR represents to the OWNER that the SURVEYOR is a professional qualified to act as the SURVEYOR for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the SURVEYOR and the PROJECT. The SURVEYOR further represents to the OWNER that the SURVEYOR will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as SURVEYOR for the PROJECT until the SURVEYOR's remaining duties hereunder have been satisfied. The SURVEYOR shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the SURVEYOR for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The SURVEYOR assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the SURVEYOR in connection with the PROJECT.
- 1.3 Execution of this Agreement by the SURVEYOR constitutes a representation that the SURVEYOR has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The SURVEYOR agrees to provide all necessary land surveying services required to professionally accomplish the SURVEYOR's defined scope of services.



## **ARTICLE 2 - DESIGN SERVICES OF THE SURVEYOR**

- 2.1 SURVEYOR shall provide for OWNER professional land surveying services for Sanitary Sewer Manhole Mapping.
- 2.2 These services shall include consultation and advice for surveying services as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.
- 2.3 Upon the OWNERS authorization, the SURVEYOR shall prepare documents consisting of specifications setting forth in detail the requirements for completion of the PROJECT. The SURVEYOR warrants that such documents are accurate, coordinated, and adequate, and in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER.
- 2.4 The SURVEYOR shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.
- 2.5 The SURVEYOR shall obtain all Planning Commission approvals as required.
- 2.6 The SURVEYOR shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the SURVEYOR's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.
- 2.7 Field surveying work is required and shall be performed in accordance with "Standards of Practice Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors. Surveying shall include P.K. Nails or other permanent stationing markings as well as staking of right-of-way, easements and parcels of land acquired by the City of Huntsville. Property corners shall be set at the new right-of-way. Easements shall be staked as requested by the City of Huntsville. The above field work shall be performed as a minimum as needed at the time of right-of-way acquisition and one additional time near the 100% submittal stage as determined by the OWNER. The cost for these services is included in the fees for Basic Services.

Survey date shall be based on a US Public Land Survey System corner of quarter corner. Said corner or quarter corner shall be field verified by the surveyor and a state plane coordinate provided in deliverables submitted to the City of Huntsville. All survey work shall be based on the following datum's:

|                    |                                                     |
|--------------------|-----------------------------------------------------|
| Coordinate System: | US State Plane                                      |
| Zone:              | Alabama East 0101                                   |
| Vertical Datum:    | The North American Vertical Datum of 1988 (NAVD 88) |
| Horizontal Datum:  | The North American Datum of 1983 (NAD 83)           |
| Geoid Model:       | Geoid03                                             |
| Units:             | US Survey Feet                                      |

- 2.8 The SURVEYOR shall comply with the City of Huntsville Tree Ordinance and carry the requirements referenced therein with deliverables (drawings, specifications, etc.) in accordance with Section 27-57 of the City of Huntsville Code of Ordinances (Ord. No. 04-45, §13, 2-12-2004).
- 2.9 A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the surveying firm shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein

### **ARTICLE 3 – CONSTRUCTION ADMINISTRATION SERVICES**

#### **ARTICLE OMITTED**

### **ARTICLE 4 - ADDITIONAL SERVICES**

The following services of the SURVEYOR are not included in Article 2. Nevertheless, the SURVEYOR shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

- 4.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the SURVEYOR, either in whole or in part.
- 4.2 Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the SURVEYOR, either in whole or in part.
- 4.3 Providing expert witness services and other services arising out of claims.

### **ARTICLE 5 - RESPONSIBILITIES OF OWNER**

The OWNER, without cost to the SURVEYOR, will perform the following in a timely manner so as not to delay the services of the SURVEYOR:

- 5.1 Assist SURVEYOR by placing at SURVEYOR's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3 Assist the SURVEYOR as necessary in acquiring access to and making all provisions for the SURVEYOR to enter upon public and private lands as required for the SURVEYOR to perform the work under this agreement.
- 5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by SURVEYOR, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of SURVEYOR.
- 5.5 When requested by the SURVEYOR, the OWNER will intercede on the SURVEYOR's behalf when data from, or review by, third parties is not on schedule through no fault of the SURVEYOR.

- 5.6 The OWNER's review of any documents prepared by the SURVEYOR or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the SURVEYOR of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

## **ARTICLE 6 - PERIOD OF SERVICES**

- 6.1 The SURVEYOR shall commence services pursuant to this agreement as of March 24, 2023. The final completion date for the completion of design services outlined in Article 2 shall be March 24, 2024.

The SURVEYOR shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The SURVEYOR shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the SURVEYOR, except for cause.

If the SURVEYOR becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the SURVEYOR's control, which may result in the schedule of performance of the SURVEYOR's services not being met, the SURVEYOR shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the SURVEYOR's schedule, the OWNER shall promptly notify the SURVEYOR. In either event, the SURVEYOR's schedule for performance of its services shall be equitably adjusted.

## **ARTICLE 7 - PAYMENT TO THE SURVEYOR**

### **7.1 BASIC SERVICES**

The OWNER shall compensate the SURVEYOR for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by Not to Exceed (NTE) Ceiling Price of EIGHTY-SEVEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$87,200.00) for land surveying services described in Article 2. Additional services of the SURVEYOR as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

### **7.2 NOT TO EXCEED (NTE) CEILING PRICE**

*NTE Ceiling price.* The City of Huntsville (COH) will not be obligated to pay the SURVEYOR any amount in excess of the NTE ceiling price as per Attachment "1", and the SURVEYOR shall not be obligated to continue performance if to do so would exceed the NTE ceiling price set forth in the referenced attachment, unless and until the COH notifies the SURVEYOR in writing that the NTE ceiling price has been increased and specifies in the notice a revised NTE ceiling that shall constitute the NTE ceiling price for performance under this contract. NTE ceiling price increase will be done by a written change order to the contract issued by the OWNER that will not require the SURVEYOR's approval. When and to the extent that the NTE ceiling price set forth in the referenced attachment has been increased, any hours expended and material costs incurred by the SURVEYOR in excess of the NTE ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the NTE ceiling price.

### 7.3 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the SURVEYOR and a properly executed copy is mailed to the SURVEYOR with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the SURVEYOR, then this CONTRACT shall be NULL AND VOID, the owner will not be obligated to any payment to the SURVEYOR and the SURVEYOR will not be obligated to perform any work under said CONTRACT.

#### **PAYMENT SUMMARY**

|                                      |                           |
|--------------------------------------|---------------------------|
| Land Surveying Services              |                           |
| Not to Exceed (NTE) Ceiling Price of | \$87,200.00               |
| <b>TOTAL CONTRACT AMOUNT:</b>        | <b><u>\$87,200.00</u></b> |

### **ARTICLE 8 - GENERAL PAYMENT PROCEDURE**

#### 8.1 INVOICES

8.1.1 The SURVEYOR shall submit monthly invoices to The Administrative Officer in the Water Pollution Control Department for the basic services described under Article 2 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. Along with each invoice, the SURVEYOR must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

8.1.2 The signature of the SURVEYOR on the invoice shall constitute the SURVEYOR's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the SURVEYOR covered by prior invoices have been paid in full, and that, to the best of the SURVEYOR's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the SURVEYOR the payment of any portion thereof should be withheld. Submission of the SURVEYOR's invoice for final payment and reimbursement shall further constitute the SURVEYOR's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the SURVEYOR to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. SURVEYOR must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

#### 8.2 TIME FOR PAYMENT

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.



### **8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT**

In the event the OWNER becomes credibly informed that any representations of the SURVEYOR, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the SURVEYOR until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the SURVEYOR to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the SURVEYOR.

### **8.4 REIMBURSABLE EXPENSES**

**8.4.1** In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT. (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: [www.irs.gov/pub/irs-pdf/p1542.pdf](http://www.irs.gov/pub/irs-pdf/p1542.pdf) for more information;
- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications and other documents.

**8.4.2** The SURVEYOR shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

### **8.5 W-9 TAXPAYER FORM**

All SURVEYING FIRMS are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf)

## **ARTICLE 9 - GENERAL CONSIDERATIONS**

### **9.1 GENERAL**

OWNER and SURVEYOR agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

### **9.2 PEER REVIEW**

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the SURVEYOR and/or sub-consultant(s) for the PROJECT. The SURVEYOR and sub-consultant(s) agree that knowledge and consent to review of their work by other surveyors of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective

January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another surveyor.

### **9.3 CLARIFICATION OF WORK**

If reviewing agencies raise questions regarding the work of SURVEYOR, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

### **9.4 SUCCESSORS AND ASSIGNS**

OWNER and SURVEYOR each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, with respect of all covenants of this Agreement; except as above, neither OWNER nor SURVEYOR shall assign, sublet or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and SURVEYOR.

### **9.5 CHANGES**

**9.5.1** The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in SURVEYOR's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, SURVEYOR must assert any claim of SURVEYOR for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

**9.5.2** If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and SURVEYOR.

### **9.6 SURVEYOR'S RECORDS**

Documentation accurately reflecting services performed and the time expended by the SURVEYOR and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the SURVEYOR. The SURVEYOR shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the SURVEYOR receives notification of a dispute or of pending or commencement of litigation during this five-year period, the SURVEYOR shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The SURVEYOR shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the SURVEYOR's records at the OWNER's reasonable expense.

### **9.7 SEAL ON DOCUMENTS**

**9.7.1** Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.

9.7.2 When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.

9.7.3 When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the SURVEYOR shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the SURVEYOR including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the SURVEYOR shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The SURVEYOR shall not utilize standards of others without their written consent where written consent is required or implied.

9.7.4 Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

## 9.8 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the SURVEYOR for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the SURVEYOR. The SURVEYOR hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the SURVEYOR for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The SURVEYOR shall be permitted to retain copies thereof for its records. The SURVEYOR's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by SURVEYOR will be at OWNER's sole risk and without liability or legal exposure to SURVEYOR, and OWNER shall indemnify and hold harmless SURVEYOR from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the contractor.

## 9.9 ESTIMATE OF CONSTRUCTION COST

Since SURVEYOR has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment



as a design professional familiar with the construction industry; but, SURVEYOR cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

#### **9.10 TERMINATION FOR CAUSE**

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

#### **9.11 TERMINATION BY THE OWNER WITHOUT CAUSE**

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

### **ARTICLE 10 - INDEMNITY AND INSURANCE**

#### **10.1 INSURANCE**

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

#### **10.2 MINIMUM SCOPE OF INSURANCE:**

##### **A. General Liability:**

Insurance shall be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs SURVEYORs Protective Insurance.

##### **B. Commercial General Liability**

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

##### **C. Professional Liability:**

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less



comprehensive than that which is carried by at least 25% of the registered surveyors or surveying firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

**D. Automobile Liability:**

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

**E. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

**F. Employers Liability Insurance:**

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

**10.3 MINIMUM LIMITS OF INSURANCE:**

**A. General Liability:**

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

\$ 2,000,000 General Aggregate Limit  
\$ 2,000,000 Products - Completed Operations Aggregate  
\$ 1,000,000 Personal & Advertising Injury  
\$ 1,000,000 Each Occurrence

**B. Professional Liability:**

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

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

**C. Automobile Liability:**

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

**D. Workers' Compensation:**

As required by the State of Alabama Statute. The coverage should include waiver of subrogation.

**E. Employers Liability:**

\$ 1,000,000 Bodily Injury by Accident or Disease  
\$ 1,000,000 Policy Limit by Disease

#### **10.4 OTHER INSURANCE PROVISIONS:**

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis. Liability is not necessarily limited to the minimum amounts of insurance required herein, especially where other insurance coverage is available.

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

##### **A. All Coverage:**

The SURVEYOR is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

#### **10.5 ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

#### **10.6 VERIFICATION OF COVERAGE:**

The OWNER shall be indicated as a Certificate Holder and the SURVEYOR shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

#### **10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The SURVEYOR shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

#### **10.8 HOLD HARMLESS AGREEMENT:**

##### **A. Professional Liability Exposures:**

The SURVEYOR, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, judgments and expenses, including,

but not limited to, attorney's fees, arising out of or resulting from the performance of the work, caused by any negligent act, error or omission of the SURVEYOR or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

To the fullest extent permitted by law, the SURVEYOR shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the SURVEYOR has reason to believe the use of a required design, process or product is an infringement of a patent, the SURVEYOR shall be responsible for such loss unless such information is promptly given to the OWNER

**B. Other Than Professional Liability:**

The SURVEYOR agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, judgments, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom actually or allegedly caused by the SURVEYOR or the SURVEYOR's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the SURVEYOR shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

**ARTICLE 11- MISCELLANEOUS PROVISIONS**

**11.1 GOVERNING LAW**

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

**11.2 INTENT AND INTERPRETATION**

**11.2.1** The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the SURVEYOR.

**11.2.2** This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

**11.2.3** When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted

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

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

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

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

### **11.3 TIME IS OF THE ESSENCE**

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The SURVEYOR understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

### **11.4 SUCCESSORS AND ASSIGNS**

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

### **11.5 NO THIRD-PARTY BENEFICIARIES**

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, any third party, against the OWNER or the SURVEYOR.

### **11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY**

All information, documents, and electronic media, computer source code furnished by the OWNER to the SURVEYOR belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the SURVEYOR, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the SURVEYOR on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. This Section 11.6 shall survive the expiration of this Agreement.

### **11.7 SUBCONTRACT REQUIREMENTS**

The SURVEYOR shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice its profession or trade by all public entities having jurisdiction over the PROJECT. The subcontractor (s)/consultant(s) further represent to the

OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

#### **11.8 NOTICES**

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-883-3682, or is sent by U.S. Mail, postage prepaid to City of Huntsville Water Pollution Control, P. O. Box 308 (35804), 1800 Vermont Road (35802), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

#### **11.9 STRICT COMPLIANCE**

No failure of the OWNER to insist upon strict compliance by the SURVEYOR with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the SURVEYOR's obligations.

#### **11.10 WAIVER**

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

#### **11.11 SEVERABILITY**

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

#### **11.12 ETHICS**

The SURVEYOR shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The SURVEYOR shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The SURVEYOR shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the SURVEYOR, OWNER or PROJECT in which the SURVEYOR has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the SURVEYOR or in which any consultant, trade contractor, subcontractor, or supplier of the SURVEYOR has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the SURVEYOR and the SURVEYOR'S subconsultants shall not offer services to the OWNER'S contractor.

#### **11.14 STANDARD OF CARE**

The engineering professionals performing work on this contract shall perform the services with the professional skill and care ordinarily provided by a competent engineering professional practicing under the same or similar circumstances and professional licenses as expeditiously as



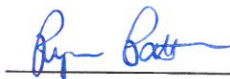
is prudent considering the ordinary professional skill and care of a competent engineering professional.

### 11.13 ENTIRE AGREEMENT

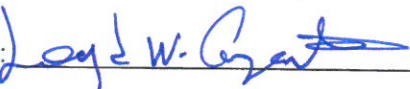
This Agreement represents the entire agreement between the OWNER and the SURVEYOR and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and SURVEYOR.

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

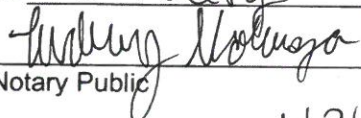
**SURVEYOR:**  
**GARVER, L.L.C.**

BY: 

TITLE: Senior Project Manager

ATTEST: 

Given under my hand this 28<sup>th</sup> day  
Of February, 2023.

  
Notary Public

My commission expires 1/31/27

**OWNER:**  
**CITY OF HUNTSVILLE**

BY: \_\_\_\_\_  
Tommy Battle

TITLE: Mayor

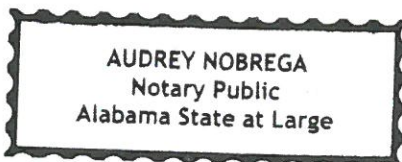
ATTEST: \_\_\_\_\_

Given under my hand this \_\_\_\_\_ day

Of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



**ATTACHMENT 1**  
**SCOPE OF SERVICES**

**(Refer to attached letter dated February 22, 2023, from Earl Mott, Jr. to Shane Cook, and Attachments.)**



5125A Research Drive NW  
Huntsville, AL 35805

TEL 256.534.5512

FAX 256.534.5544

[www.GarverUSA.com](http://www.GarverUSA.com)

February 22, 2023

Mr. Shane Cook, P.E.  
City of Huntsville, Water Pollution Control  
1800 Vermont Road  
Huntsville, AL 35802

**Re: Sanitary Sewer Manhole Mapping**

Dear Mr. Cook:

We appreciate the opportunity to offer this proposal to continue to provide GPS mapping of sanitary sewer manholes for the City of Huntsville Water Pollution Control Department. Garver, LLC proposes to provide the equipment and personnel to accomplish the work described in the following scope:

**Scope of Work:**

We will utilize GPS survey grade equipment as well as appropriate conventional surveying equipment where necessary to obtain XYZ coordinates for each of the manhole lids. We will also make one direct measurement from the top of each manhole ring to the center line invert. Coordinates will be referenced to the Alabama State Plane East Zone, NAD 83 and NAVD 88 Vertical based upon the 2011 Geoid. All data will be analyzed by a licensed land surveyor and submitted to the City of Huntsville a minimum of once each week. Survey control will be determined by ties to the existing City of Huntsville Geodetic Control Network as well as the CORS station GTAC located at the Huntsville Space and Rocket Center Geo Spatial Center. We will utilize Trimble R12 GPS receivers and a Trimble S7 Robotic Total Station for this project.

**Proposed Fee Schedule:**

Our proposed fee is based on a per manhole rate of \$100 each if the data can be acquired using GPS techniques only. For locations that require other survey methods an additional fee of \$90 per manhole will be applied. We are attaching a work sheet that indicates the man hours required to perform each of the associated survey tasks. Based upon the estimated number of manholes to be surveyed (800) and an estimate of 10% that will require conventional survey methods, our total fee for these services should not exceed \$87,200. On a monthly basis we will provide a status report, review of work and an invoice for work accomplished. Assuming a notice-to-proceed is issued on March 24, 2023, our project end date would be March 25, 2024.

We appreciate this opportunity and look forward to continuing our work with you to update and maintain your data. Please sign below to acknowledge your acceptance of this proposal and forward it to the City Engineer's Office for contract preparation.

Sincerely,

Earl Mott, Jr., P. E.  
Vice President

Shane Cook, P.E.  
Director  
Water Pollution Control Department

1/27/23

Attachments: Man-Hour Worksheets

Date



## SURVEY ESTIMATE

Estimate Date: 22-Feb-23

Estimated By: LWC

**Project Description: WPC - SANITARY SEWER MANHOLE LOCATION AND MAPPING - GPS METHOD**

| TASKS                | 2-MAN - SURVEY CREW<br>(\$210/PER-HOUR) | 2-MAN - GPS CREW<br>(\$230/PER-HOUR) | Cadd Technician<br>(\$115/PER-HOUR) | Sr.Project Surveyor<br>(\$187/PER-HOUR) | COST     |
|----------------------|-----------------------------------------|--------------------------------------|-------------------------------------|-----------------------------------------|----------|
| PERSONNEL            |                                         | Logan Barker<br>Logan Turner         | Sydney Light<br>Riley Logston       | Wade Carpenter PLS                      |          |
| WORK REVIEW          | 0                                       | 0                                    | 0                                   | 0.015                                   | \$3      |
| ONSITE TRAVERSE      | 0                                       | 0                                    | 0                                   | 0                                       | \$0      |
| FIELD NOTES          | 0                                       | 0.02                                 | 0.008                               | 0                                       | \$6      |
| LOCATE MANHOLE       | 0                                       | 0.05                                 | 0                                   | 0                                       | \$12     |
| TRANSFER DATA TO PC  | 0                                       | 0.02                                 | 0                                   | 0                                       | \$5      |
| COPY FILE NOTES      | 0                                       | 0.02                                 | 0                                   | 0                                       | \$5      |
| PROCESS RAW DATA     | 0                                       | 0                                    | 0                                   | 0.035                                   | \$7      |
| CHECK FIELD DATA     | 0                                       | 0.055                                | 0.007                               | 0.12                                    | \$36     |
| CREATE WEEKLY REPORT | 0                                       | 0                                    | 0                                   | 0.11                                    | \$21     |
| EMAIL REPORT TO GIS  | 0                                       | 0                                    | 0                                   | 0.04                                    | \$7      |
|                      |                                         |                                      |                                     |                                         | \$0      |
|                      |                                         |                                      |                                     |                                         | \$0      |
|                      |                                         |                                      |                                     |                                         |          |
|                      |                                         |                                      |                                     |                                         |          |
|                      |                                         |                                      |                                     |                                         |          |
|                      |                                         |                                      |                                     |                                         |          |
|                      |                                         |                                      |                                     |                                         |          |
|                      |                                         |                                      |                                     |                                         |          |
| TOTALS (ALL)         |                                         | 108.98                               | 12.21                               | 243.48                                  | \$72,000 |
| TOTALS (PER 1)       |                                         | 0.145                                | 0.015                               | 0.320                                   | \$100    |

| <b>SURVEY ESTIMATE</b>                                                                               |                                        |                                     |                                     |                                         |          |
|------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------------|----------|
| <b>Estimate Date:</b>                                                                                |                                        | <b>22-Feb-23</b>                    | <b>Estimated By: LWC</b>            |                                         |          |
| <b>Project Description: WPC - SANITARY SEWER MANHOLE LOCATION AND MAPPING - CONVENTIONAL METHOD.</b> |                                        |                                     |                                     |                                         |          |
| TASKS                                                                                                | 2MAN - SURVEY CREW<br>(\$210/PER-HOUR) | 2MAN - GPS CREW<br>(\$230/PER-HOUR) | Cadd Technician<br>(\$110/PER-HOUR) | Sr.Project Surveyor<br>(\$172/PER-HOUR) | COST     |
| PERSONNEL                                                                                            | Mark Storey<br>Logan Barker            | Jacob Lambright<br>Kevin Stack      | Hudson Wilhelm<br>Sam Park          | Wade Carpenter                          |          |
| WORK REVIEW                                                                                          | 0                                      | 0                                   | 0.1                                 | 0.1                                     | \$28     |
| ONSITE TRAVERSE                                                                                      | 0.11                                   |                                     |                                     |                                         | \$23     |
| FIELD NOTES                                                                                          | 0.01                                   | 0                                   |                                     |                                         | \$2      |
| TRAVERSE/LOCATE MH                                                                                   | 0.15                                   |                                     |                                     |                                         | \$32     |
| TRANSFER DATA TO PC                                                                                  | 0.01                                   | 0                                   |                                     |                                         | \$2      |
| COPY FILE NOTES                                                                                      | 0.01                                   | 0                                   |                                     |                                         | \$2      |
| PROCESS RAW DATA                                                                                     | 0                                      |                                     |                                     | 0.02                                    | \$3      |
| CHECK FIELD DATA                                                                                     |                                        | 0                                   |                                     | 0.045                                   | \$8      |
| CREATE WEEKLY REPORT                                                                                 | 0                                      |                                     |                                     | 0.05                                    | \$9      |
| EMAIL REPORT TO GIS                                                                                  |                                        | 0                                   | 0                                   | 0.02                                    | \$3      |
| SPC - CONTROL                                                                                        | 0.18                                   | 0                                   |                                     | 0.01                                    | \$40     |
| CHECK TRAV CLOSURE                                                                                   | 0.1                                    |                                     |                                     | 0.1                                     | \$38     |
|                                                                                                      |                                        |                                     |                                     |                                         |          |
|                                                                                                      |                                        |                                     |                                     |                                         |          |
|                                                                                                      |                                        |                                     |                                     |                                         |          |
|                                                                                                      |                                        |                                     |                                     |                                         |          |
|                                                                                                      |                                        |                                     |                                     |                                         |          |
|                                                                                                      |                                        |                                     |                                     |                                         |          |
|                                                                                                      |                                        |                                     |                                     |                                         |          |
| <b>TOTALS (ALL)</b>                                                                                  | 40.31                                  |                                     | 10                                  | 32.76                                   | \$15,200 |
| <b>TOTALS (PER 1)</b>                                                                                | 0.570                                  | 0.000                               | 0.100                               | 0.345                                   | \$190    |



## 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): GARVER LLC
- City of Huntsville current taxpayer identification number (if available): 4755  
(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 unshaded 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<br>(check appropriate box)                             | Entity I.D. Number<br>& Applicable State                      |
|--------------------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Individual or Sole Proprietorship               |                                                               |
| <input type="checkbox"/> General Partnership                             |                                                               |
| <input type="checkbox"/> Limited Partnership (LP)                        | Number & State:                                               |
| <input type="checkbox"/> Limited Liability Partnership (LLP)             | Number & State:                                               |
| <input type="checkbox"/> Limited Liability Company (LLC) (Single Member) | Number & State:                                               |
| <input checked="" type="checkbox"/> LLC (Multi-Member)                   | Number & State: <u>134653 - AL</u><br><u>01-0733400 - EIN</u> |
| <input type="checkbox"/> Corporation                                     | Number & State:                                               |
| <input type="checkbox"/> Other, please explain:                          | Number & State (if a filing entity under state law):          |

710309583  
AL TAX IDC. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at [www.sos.state.al.us](http://www.sos.state.al.us), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

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

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

Signature: [Signature]  
Type or legibly write name: JERRY D. MCCARTHY

Title (if applicable): Regional Office Administrator  
Date: 1/6/12

**ATTACHMENT 3**  
**CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES**

1. City of Huntsville Standard Specifications for Construction of Public Improvements, Contract Projects, 1991.
2. City of Huntsville Engineering Standards, 1991.
3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.
4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.
6. City of Huntsville Subdivision Regulations, 1991.

**ATTACHMENT 4**  
**DESIGN REVIEWS**

**100 % COMPLETE**

1. All documents required for submittal to the Huntsville Planning Commission for approval.
2. One (1) mylar copy each of the recorded subdivision plats.

## ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE

Mr. Cook  
Date 2/22/23  
Page 2 of 2

Garver, LLC  
2023 Hourly Rate Schedule

| Classification              | 2023 Rates |
|-----------------------------|------------|
| Engineers                   |            |
| E-7                         | \$380.00   |
| E-6                         | \$275.00   |
| E-5                         | \$235.00   |
| E-4                         | \$200.00   |
| E-3                         | \$168.00   |
| E-2                         | \$148.00   |
| E-1                         | \$120.00   |
| Planners                    |            |
| P-5                         | \$285.00   |
| P-4                         | \$245.00   |
| P-3                         | \$220.00   |
| P-2                         | \$172.00   |
| P-1                         | \$145.00   |
| Designers                   |            |
| D-4                         | \$ 180.00  |
| D-3                         | \$ 155.00  |
| D-2                         | \$ 137.00  |
| D-1                         | \$ 115.00  |
| Technicians                 |            |
| T-4                         | \$ 170.00  |
| T-3                         | \$ 135.00  |
| T-2                         | \$ 115.00  |
| T-1                         | \$ 100.00  |
| Surveyors                   |            |
| S-6                         | \$ 205.00  |
| S-5                         | \$ 185.00  |
| S-4                         | \$ 120.00  |
| S-3                         | \$ 90.00   |
| S-2                         | \$ 71.00   |
| S-1                         | \$ 56.00   |
| 1-Man Crew (GPS/Robotics)   | \$ 165.00  |
| 2-Man Crew (Survey)         | \$ 210.00  |
| 3-Man Crew (Survey)         | \$ 255.00  |
| 2-Man Crew (GPS Survey)     | \$ 230.00  |
| 3-Man Crew (GPS Survey)     | \$ 280.00  |
| Construction Observation    |            |
| C-5                         | \$ 285.00  |
| C-4                         | \$ 250.00  |
| C-3                         | \$ 195.00  |
| C-2                         | \$ 145.00  |
| C-1                         | \$ 110.00  |
| Administration / Management |            |
| M-1                         | \$ 385.00  |
| AM-6                        | \$ 250.00  |
| AM-5                        | \$ 200.00  |
| AM-4                        | \$ 150.00  |
| AM-3                        | \$ 120.00  |
| AM-2                        | \$ 90.00   |
| AM-1                        | \$ 52.00   |

**ATTACHMENT 6 - PROGRESS REPORT**  
**(Article 8)**

PROGRESS REPORT NO. \_\_\_\_\_ FOR MONTH AND YEAR \_\_\_\_\_

PROJECT \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

DATE \_\_\_\_\_ CITY'S PROJECT ENGINEER \_\_\_\_\_

CONSULTANT \_\_\_\_\_ CONSULTANT'S PROJ. MAN. \_\_\_\_\_

CURRENT MONTH % COMPLETE: \_\_\_\_\_ PREV. MONTH % COMPLETE: \_\_\_\_\_

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

---

---

---

|                             | SCHEDULED DATE  | ACTUAL DATE |
|-----------------------------|-----------------|-------------|
| 30%                         | _____           | _____       |
| 60%                         | _____           | _____       |
| 90%                         | _____           | _____       |
| 100%                        | _____           | _____       |
| "FINAL" INVOICE SUBMITTED   | _____           | _____       |
| SUBCONSULTANTS PAID IN FULL | _____           | _____       |
| CONTRACTED COMPLETION DATE: | January 1, 2017 | _____       |

(The scheduled dates above for milestone submittals will not change unless a contract modification is justified by contract change order. These scheduled dates shall be agreed upon at beginning of project with the Project SURVEYOR and noted monthly on each progress report.)

UPDATED SCHEDULE ATTACHED? \_\_\_\_\_ YES \_\_\_\_\_ NO

COMMENTS:

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(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? \_\_\_\_\_ YES \_\_\_\_\_ NO

\*If yes, send an electronic copy to the Project engineer

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

|                  |            |                             |            |
|------------------|------------|-----------------------------|------------|
| CONSULTANT _____ | DATE _____ | CITY PROJECT ENGINEER _____ | DATE _____ |
|------------------|------------|-----------------------------|------------|

**ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE SURVEYOR**  
**(Article 9.2)**

| <b>CONSULTANT NAME<br/>AND ADDRESS</b> | <b>DESCRIPTION OF SERVICES</b> | <b>FEE</b> |
|----------------------------------------|--------------------------------|------------|
|                                        | N/A                            |            |
|                                        |                                |            |
|                                        |                                |            |
|                                        | <b>SUB-TOTAL</b>               |            |
|                                        | <b>5% Administrative Fee</b>   |            |
|                                        | <b>TOTAL</b>                   |            |



**ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST**

| REQUIREMENT                                                                                                                                                      | SUBMIT TO            | SUBMITTAL<br>REQUIREMENT DATE                                                          | NUMBER<br>OF<br>COPIES | REFERENCE<br>SECTION OF<br>CONTRACT AND<br>COMMENTS |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------------------------------------------------------------------|------------------------|-----------------------------------------------------|
| Deviations from OWNER's standards.                                                                                                                               | OWNER                | Prior to incorporating deviations.                                                     | 2                      | Article 2.5                                         |
| Products or materials specified by the SURVEYOR that are available from only one source.                                                                         | OWNER                | Prior to 100% submittal.                                                               | N/A                    | Article 2.2                                         |
| Approval of contractor's Request for Payment.                                                                                                                    | OWNER                | Within ten (10) days of receipt of the request from the contractor.                    | N/A                    | Article 3.4                                         |
| Approval of contractor submittals                                                                                                                                | OWNER                | So as to cause no delay to the contractor or the PROJECT.                              | N/A                    | Article 3.8                                         |
| Change order changes that reduce construction requirements.                                                                                                      | OWNER                | Prior to authorizing a change.                                                         | N/A                    | Article 3.11                                        |
| Any information pertaining to any claim.                                                                                                                         | OWNER                | Immediately                                                                            | 2                      | Article 3.12                                        |
| Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements.                                                              | SURVEYOR             | So as to not delay the services of the SURVEYOR.                                       | 2                      | Article 5.1, 5.2                                    |
| Notification of delays.                                                                                                                                          | SURVEYOR<br>; OWNER  | Promptly                                                                               | 4                      | Article 6.1                                         |
| SURVEYOR's monthly invoices.                                                                                                                                     | OWNER                | Monthly                                                                                | 4                      | Article 8.1.1                                       |
| Consultant progress report.                                                                                                                                      | OWNER                | Monthly                                                                                | 4                      | Article 8.1.1                                       |
| Records, data, parameters, design calculations and other information.                                                                                            | OWNER                | Cancellation of contract.                                                              | 2                      | Article 9.7                                         |
| Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. | OWNER                | Upon notice from the OWNER.                                                            | 2                      | Article 9.4                                         |
| Termination notification.                                                                                                                                        | OWNER or<br>SURVEYOR | 7 days prior to termination.                                                           | 2                      | Article 9.10 & 9.11                                 |
| Certificate of Insurance for SURVEYOR.                                                                                                                           | OWNER                | At 0% design conference                                                                | 1                      | Article 10.2(B),<br>10.6, and<br>attachment 4.      |
| Insurance cancellation, suspension, or reduction in coverage or limits.                                                                                          | OWNER                | 30 days prior to effective date except for cancellation which is 10 days notification. | 1                      | Article 10.4(A)                                     |

|                                                                    |                  |                                                                                                                                                                    |                           |                  |
|--------------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------|
| Certificate of insurance for sub consultants/subcontractors.       | OWNER            | At 0% design conference.                                                                                                                                           | 1                         | Article 10.7     |
| A schedule in Microsoft Projects format showing the critical path. | Project Engineer | Within 7 calendar days of Pre-design conference, 30% complete design review, 60% design review. Attachment 4                                                       | N/A                       | Attachment 4     |
| Drawings.                                                          | Project Engineer | 30% complete design review, 60% design review, 90% review, and 100% complete.                                                                                      | 3                         | Attachment 4     |
| Cost estimate.                                                     | Project Engineer | 30% complete design review, 60% review, 90% review, and 100% complete.                                                                                             | N/A                       | Attachment 4     |
| Hydraulic reports.                                                 | Project Engineer | 60% design review.                                                                                                                                                 | N/A                       | Attachment 4     |
| Preliminary plans for utilities.                                   | Project Engineer | 60% design review.                                                                                                                                                 | N/A                       | Attachment 4     |
| Legal descriptions for takings.                                    | Project Engineer | 60% design review, 90% review, 100% complete.                                                                                                                      | N/A                       | Attachment 4     |
| Traffic Control plan.                                              | Project Engineer | 60% design review.                                                                                                                                                 | N/A                       | Attachment 4     |
| Results of geotechnical investigations.                            | Project Engineer | 30% design review.                                                                                                                                                 | N/A                       | Attachment 4     |
| Technical specifications.                                          | Project Engineer | 90% review, 100% complete.                                                                                                                                         | N/A                       | Attachment 4     |
| Relocation of Utilities                                            | Project Engineer | 0%-review of all utilities that need to be contacted<br>60% review – from all affected parties<br>90% review – Signed Acceptance Utility Project Notification Form | 2                         | Attachment 4, 10 |
| Design Calculations                                                | Project Engineer | 90% review, 100% complete                                                                                                                                          | N/A                       | Attachment 4     |
| Digital copy of drawings.                                          | Project Engineer | 100% complete.                                                                                                                                                     | 1                         | Attachment 4     |
| Digital text files.                                                | Project Engineer | 100% complete.                                                                                                                                                     | 1                         | Attachment 4     |
| Bid Quantities.                                                    | Project Engineer | 100% complete.                                                                                                                                                     | N/A                       | Attachment 4     |
| Permits and Permit Applications                                    | Project Engineer | 100% complete.                                                                                                                                                     | 1                         | Attachment 4     |
| Field notes.                                                       | Project Engineer | 100% complete.                                                                                                                                                     | 1                         | Attachment 4     |
| Digital aerial photography.                                        | Project Engineer | 100% complete.                                                                                                                                                     | 1                         | Attachment 4     |
| Progress Report (Art. 8)                                           | Project Engineer | 30% complete design review, 60% design review, 90% design review, 100% completion stage.                                                                           | 4 hard; 1 digital monthly | Attachment 6     |

## **ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS**

### **DRAWINGS**

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and SURVEYOR's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

### **OTHER DOCUMENTS**

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, flash drive, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2010 format.

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

Schedules shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping".

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land surveying as defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

Working drawings or other documents shall contain a statement to the effect "Preliminary-Not for construction, recording purposes or implementation."

**ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM**

NAME: \_\_\_\_\_  
(Utility Name)

PROJECT NAME: \_\_\_\_\_ PROJECT  
NUMBER: \_\_\_\_\_

CONSULTING SURVEYOR: \_\_\_\_\_  
(Name)

ENGINEERING  
REPRESENTATIVE \_\_\_\_\_ PHONE: \_\_\_\_\_

I have reviewed design drawings or other information as available, and:

DO \_\_\_\_\_

DO NOT \_\_\_\_\_

have facilities that will require relocation. If relocation is required, a construction duration of \_\_\_\_\_ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to YOU starting your work:

NAME OF UTILITY: \_\_\_\_\_

NAME OF UTILITY: \_\_\_\_\_

NAME OF UTILITY: \_\_\_\_\_

OTHER: \_\_\_\_\_

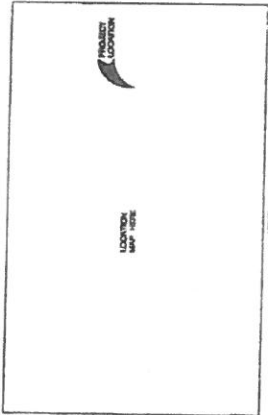

COMMENTS: \_\_\_\_\_

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_  
OFFICE CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

# ATTACHMENT 11

| CONSTRUCTION PLANS FOR<br>PROJECT NAME<br>PROJECT INFORMATION                                                                                                                                                                                                                                                                                                                                                             |  | FOR THE<br>CITY OF HUNTSVILLE<br>HUNTSVILLE, ALABAMA<br>(PROJECT NO. XXXXXXXXX ) |  | SAMPLE STANDARD DRAWING FORMAT                                                                                                                                            |  | HUNTSVILLE<br>The Star of Alabama |  | INDEX OF DRAWINGS             |  | TITLE                         |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------|--|-------------------------------|--|-------------------------------|--|
| <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  <p>LOCATION<br/>MAP HERE</p> </div> <div style="text-align: center;">  <p>HUNTSVILLE<br/>The Star of Alabama</p> </div> </div> |  |                                                                                  |  | <p>INDEX OF DRAWINGS</p> <p>SHEET NO.</p> <p>INDEX TO DRAWINGS SHALL BE PLACED ON<br/>COVER SHEET IF POSSIBLE. OTHERWISE IT SHALL<br/>BE THE SECOND SHEET IN THE SET.</p> |  | <p>TITLE</p>                      |  |                               |  |                               |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                  |  | <p>PROJECT NAME AND INFORMATION</p> <p>CITY OF HUNTSVILLE</p> <p>HUNTSVILLE, ALABAMA</p>                                                                                  |  | <p>TITLE SHEET</p>                |  |                               |  |                               |  |
| <p>DATE REVISION FOR DATA</p>                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                  |  | <p>DATE REVISION FOR DATA</p>                                                                                                                                             |  | <p>DATE REVISION FOR DATA</p>     |  | <p>DATE REVISION FOR DATA</p> |  | <p>DATE REVISION FOR DATA</p> |  |

EXISTING 33' UTILITY EASEMENT  
08 xxx, PG. xxx

unnamed ROAD

R.O.W.

REQUIRED UTILITY EASEMENT

REQUIRED 33' TEMPORARY CONSTRUCTION EASEMENT

HOUSE NUMBER

Owner  
any street  
somelown, AL zip  
08 xxx, PG. xxx

|                                      |                         |
|--------------------------------------|-------------------------|
| AREA OF PARENT TRACT:                | 3.33 ACRES MORE OR LESS |
| AREA OF EXIST. 30' UTILITY EASEMENT: | 3.33 ACRES              |
| AREA OF REQUIRED UTILITY EASEMENT:   | 3.33 ACRES              |
| AREA OF REQ'D. TEMP. CONST. ESMT.:   | 3.33 ACRES              |
| REMAINING AREA:                      | 3.33 ACRES MORE OR LESS |

SCALE: 1" = 50'

REQUIRED EASEMENTS  
FOR THE PROPERTY  
OF someone

Copyright © 2000  
VETRA TECH, INC.

Copyright 2000 • R/S Survey

## **ATTACHMENT 13**

### *United States National Map Accuracy Standards*

*With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:*

1. **Horizontal accuracy.** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*
2. **Vertical accuracy,** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*
3. **The accuracy of any map may be tested** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*
4. **Published maps meeting these accuracy requirements** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*
5. **Published maps whose errors exceed those aforesaid** *shall omit from their legends all mention of standard accuracy.*
6. **When a published map is a considerable enlargement** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*
7. **To facilitate ready interchange and use of basic information for map construction** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET



**ATTACHMENT 14**  
**ENGINEERING DEPARTMENT - REAL ESTATE DIVISION**  
**PLAN REQUIREMENTS**

**DRAWINGS:**

Individual Parcels

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
  - Before
  - After
  - Taking
- *All Parcels shall be closed shapes (polygons).*
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

**Overall Project Land Acquisition Maps**

- Total project drawing in dgn or dxf format
- Indicate the following:
  - Stationing on Centerline
  - Existing Right-of-Way
  - Proposed Right-of-Way
  - Existing Easements
  - Proposed Easements
  - Existing Pavement
  - Proposed Pavement/Sidewalks/Structures
  - Existing Structures
  - Property Ownership

**Color Standards**

(SAMPLE)

| <u>Description</u> | <u>Color</u> | <u>Line Style</u> | <u>Type</u>    |
|--------------------|--------------|-------------------|----------------|
| Existing ROW       | Red          | Medium Dashed     |                |
| Proposed ROW       | Red          | Solid             | Closed Polygon |
| Existing Easements | Orange       | Medium Dashed     |                |
| Proposed Easements | Orange       | Solid             | Closed Polygon |
| TCE                | Pink         | Solid             | Closed Polygon |

**DESCRIPTIONS:**

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

**GENERAL:**

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

**ATTACHMENT 15 - GIS BASE MAP**

| DESIGN LEVEL | CONTENTS                                               | LINE CODE | COLOR | WEIGHT | TEXT SIZE  | FONT | CELL NAME |
|--------------|--------------------------------------------------------|-----------|-------|--------|------------|------|-----------|
| 1            | State Plane Coordinate Grid                            | 0         | 0     | 0      | 20         | 0    |           |
| 2            | Benchmarks                                             | 0         | 0     | 0      |            |      |           |
| 3            | Private Street Text                                    | 0         | 105   | 0      | 20         | 0    |           |
| 3            | Street Text                                            | 0         | 3     | 0      | 20 (or 18) | 0    |           |
| 4            | Street R/W                                             | 7         | 0     | 0      |            |      |           |
| 5            | Street Centerline                                      | 7         | 0     | 0      |            |      |           |
| 6            | Street Pavement                                        | 0         | 3     | 0      |            |      |           |
| 6            | Proposed Street Pavement                               | 3         | 16    | 0      |            |      |           |
| 6            | Private Streets                                        | 0         | 105   | 0      |            |      |           |
| 6            | Proposed Private Road                                  | 3         | 105   | 0      |            |      |           |
| 7            | Parking Lots                                           | 1         | 3     | 1      |            |      |           |
| 7            | Private Lots used as Roads                             | 1         | 105   | 1      |            |      |           |
| 8            | Secondary Roads--Private                               | 2         | 105   | 0      |            |      |           |
| 8            | Secondary Roads                                        | 2         | 3     | 0      |            |      |           |
| 8            | Trails                                                 | 3         | 3     | 0      |            |      |           |
| 9            | Secondary Roads/Trails Text                            | 0         | 3     | 0      | 20         | 0    |           |
| 10           | Sidewalks                                              | 5         | 3     | 0      |            |      |           |
| 11           | Bridges/Culverts/Paved Ditches                         | 0         | 0     | 0      |            |      |           |
| 12           | Hydrology - Major                                      | 6         | 1     | 0      |            |      |           |
| 12           | Hydrology - Minor, Ditches                             | 7         | 1     | 0      |            |      |           |
| 13           | Hydrology - Text                                       | 0         | 1     | 0      | 25         | 23   |           |
| 14           | Tailings & Quarries, Athletic Fields/Text, misc. areas | 0         | 1     | 0      |            |      |           |
| 15           | Greenways                                              | 3         | 48    | 0      |            |      |           |
| 16           | Speed Tables                                           | 0         | 3     | 0      |            |      | TCALM     |
| 17           | Railroad Tracks (Patterned)                            | 0         | 2     | 0      |            |      | RR        |
| 18           | Railroad Text                                          | 0         | 2     | 0      | 25         | 0    |           |
| 19           | Railroad R/W                                           | 2         | 2     | 0      |            |      |           |
| 20           | Utility Poles (Cell)                                   | 0         | 5     | 0      |            |      | P POLE    |
| 21           | Utility Easements                                      | 3         | 5     | 0      |            |      |           |
| 22           | Utility Text                                           | 0         | 5     | 1      |            |      |           |
| 23           | Geographic Names                                       | 0         | 3     | 1      |            |      |           |
| 24           | Building Structures                                    | 0         | 0     | 0      |            |      |           |
| 24           | Pools and Text                                         | 0         | 1     | 0      | 10         | 1    |           |
| 24           | Future Site of Structures                              | 2         | 0     | 0      |            |      | STRUCT    |
| 24           | Existing Structures (exact location and shape unknown) | 2         | 0     | 0      |            |      | STRCEX    |
| 25           | Property Lines/ refuge bdy.                            | 6         | 6     | 1      | 30         | 1    |           |
| 26           | Cadastral Polygons                                     | 6         | 6     | 0      |            |      |           |
| 27           | Ownership Text                                         | 0         | 6     | 1      |            |      |           |
| 28           | Cemeteries/Text                                        | 4         | 6     | 0      | 10         | 1    |           |
| 29           | Lot Numbers                                            |           |       |        | 25         | 0    |           |
| 30           | Block Numbers                                          |           |       |        | 30         | 0    |           |
| 31           | Addition Names                                         | 0         | 0     | 0      | 35         | 0    |           |
| 32           | Open                                                   |           |       |        |            |      |           |
| 33           | Lot Ticks                                              |           |       |        |            |      |           |
| 34           | Lot Lines/Property Lines                               | 6         | 6     | 0      |            |      |           |
| 35           | Trees/Hedge Rows                                       | 0         | 6     | 0      | AS=1       |      | TREES     |
| 36           | GPS Monuments                                          | 0         | 5     | 0      | 18         | 23   | CONTRL    |
| 37           | 2' Topo Contour                                        |           |       |        |            |      |           |
| 38           | 5' Topo Contour                                        | 0         | 7     | 0      |            |      |           |
| 39           | 25' Major Topo Contour                                 | 0         | 7     | 0      |            |      |           |

|    |                                     |   |     |   |       |   |                  |
|----|-------------------------------------|---|-----|---|-------|---|------------------|
| 40 | X Spot Elevation                    | 0 | 7   | 0 |       |   |                  |
| 41 | FEMA Monuments/Labels               | 0 | 3/0 | 0 | 18    | 1 | FEMA             |
| 42 | Quarter Sections                    |   |     |   |       |   |                  |
| 43 | Section Lines                       | 0 | 5   | 0 |       |   |                  |
| 44 | Features                            | 0 | 2   | 0 |       |   |                  |
| 44 | Cell Towers                         | 0 | 12  | 0 | AS=1  |   | CELTWR           |
| 45 | Fences (Pattern)                    | 0 | 8   | 0 | AS=1  |   | FENCE            |
| 46 | Format/Legend                       | 0 | 0   | 0 |       |   | Limleg<br>Madleg |
| 47 | Mass Points                         | 0 | 7   | 2 |       |   |                  |
| 48 | Break Lines                         | 0 | 7   | 2 |       |   |                  |
| 49 | Open                                |   |     |   |       |   |                  |
| 50 | Billboards                          | 0 | 37  | 1 |       |   | BBOARD           |
| 51 | Sanitary Sewer                      | 0 |     | 3 |       |   |                  |
| 52 | Sanitary Sewer Text                 |   |     |   |       |   |                  |
| 53 | Storm Water Features                | 0 |     | 3 |       |   |                  |
| 54 | Storm Water Text                    |   |     |   |       |   |                  |
| 55 | Open                                |   |     |   |       |   |                  |
| 56 | Property Address                    | 0 | 1   | 0 |       |   |                  |
| 57 | Text Tag for Buildings              | 0 | 1   | 0 | 10-20 | 1 |                  |
| 58 | One Way Arrows                      | 1 | 3   | 1 |       |   |                  |
| 59 | Open                                |   |     |   |       |   |                  |
| 60 | Open                                |   |     |   |       |   |                  |
| 61 | Open                                |   |     |   |       |   |                  |
| 62 | Monuments for Setup<br>(point cell) |   |     |   |       |   |                  |
| 63 | Open                                |   |     |   |       |   |                  |



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-101

---

**Department:** General Services

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Standard Agreement between the City of Huntsville and Bostick Landscape Architects, LLC, for architectural services for the Hays Farm Central Park.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 3020-14-00000-521010-00000000

**City Cost Amount:** \$284,800.00

**Total Cost:** \$284,800.00

**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:**

Design to include restroom facility, final design of gazebo, water feature design, aerator and splash pad.





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2725

---

**Department:** General Services

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Standard Agreement between the City of Huntsville and Bostick Landscape Architects, LLC for architectural services for the Hays Farm Central Park.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 3020-14-00000-521010-00000000

**City Cost Amount:** \$284,800.00

**Total Cost:** \$284,800.00

**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:**

Design to include restroom facility, final design of gazebo, water feature design, aerator and splash pad.

**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 standard agreement by and between the City of Huntsville and Bostick Landscape Architects for Architectural Services for Hays Farm Central Park located on 1150 Haysland Road, Huntsville, Alabama for \$284,800.00 (Two Hundred Eighty-Four Thousand Eight Hundred Dollars and NO/100s), on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as “Standard Agreement between the City of Huntsville and Bostick Landscape Architects LLC,” consisting of thirty-one (31) pages, together with the signature of the City Council President and an executed copy of said document being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 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,  
Alabama

**STANDARD AGREEMENT FOR PROFESSIONAL  
ARCHITECTURAL SERVICES  
BETWEEN THE  
CITY OF HUNTSVILLE  
AND  
BOSTICK LANDSCAPE ARCHITECTS, LLC**

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This Agreement is made by and between  
The City of Huntsville, Alabama:

**City of Huntsville  
P.O. Box 308  
Huntsville, Alabama 35804**

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

**Bostick Landscape Architects, LLC  
413 Homewood Drive  
Huntsville, Alabama 35801**

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

Project Title: **Hays Farm Central Park**

Project Location: **1150 Haysland Road**

General Project Description: **Design to include restroom facility, final design of gazebo, water feature design, aerator and splash pad.**

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

Date: 3/23/2023

President of the City Council: \_\_\_\_\_



## RECITALS

WHEREAS the Owner intends to construct the Project and is engaging the Architect to perform certain architectural and engineering services for the project; and

WHEREAS the Owner and the Architect each acknowledges that it will act in good faith in carrying out its duties and obligations;

WHEREAS the Owner's engagement of the Architect is based upon the Architect's representations to the Owner that it is an organization of professionals experienced in the type of services the Owner is engaging the Professional to perform, is authorized and licensed to do business in the State of Alabama, is qualified, willing and able to perform professional services for the Project, and has the expertise and ability to provide professional services which will meet the Owner's objective and requirements, and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

WHEREAS the Owner and the Architect each acknowledge that it has reviewed and familiarized itself with this Agreement for Professional Architectural Services, including all documents enumerated herein, and agree to be bound by the terms and conditions contained therein.

NOW THEREFORE, for good and valuable consideration, the parties do mutually agree as follows:

## ARTICLE I THE ARCHITECT'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Architect represents to the Owner that the Architect is a professional qualified to act as the Architect for the project and is licensed to practice Architecture by all public entities having jurisdiction over the Architect and the Project. The Architect further represents to the Owner that the Architect will maintain all necessary licenses, permits or other authorizations necessary to act as Architect for the Project until Architect's remaining duties hereunder have been satisfied. The Architect assumes full responsibility to the Owner for the negligent acts, errors and omissions of its consultants or others employed or retained by the Architect in connection with the Project. In accordance with Alabama Act 2021-318 (d)(1) all design professionals performing services for this Project shall perform the services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

1.2 Execution of this Agreement by the Architect constitutes a representation that the Architect has become familiar with the Project site and the local conditions under which the Project is to be implemented. The Architect agrees to provide all necessary architectural and engineering services required to professionally accomplish the Architect's scope of services.

### 1.3 PERIOD OF PERFORMANCE

1.3.1 The Architect shall commence services pursuant to this agreement as of March 24, 2023. The final completion date for the completion of the Project shall be approximately March 24, 2024

### 1.4 GENERAL PROJECT SERVICES

1.4.1 The Architect shall coordinate all consultants and professionals of both the Owner and the Architect, and shall coordinate the work of all such consultants and professionals in a manner to assure the Project is kept on schedule. The Architect shall interface and coordinate with the Huntsville Facilities Project Department.

1.4.2 Within seven (7) calendar days after the execution of this Agreement, the Architect shall prepare and submit a written Project design schedule to the Owner for the Owner's review and approval. The Project design schedule shall include all key and important Project dates, events, and periods. As a minimum, such schedule shall include the project design completion date, any guidelines and milestone dates required by the Owner or this Agreement, sufficient time for review of documents and submittals, and the final completion date of the Project as

required by the Owner. Such schedule shall also include and properly coordinate all dates for performance of services and tasks so that the Project design and the Project construction can be completed in a timely and orderly fashion consistent with the required date of final project completion. In the event that the Architect determines that adjustments are necessary to the Project design schedule, the Architect shall promptly notify the Owner in writing, but no such adjustments shall be effective unless approved in writing by the Owner.

**1.4.3** The Architect shall set forth in the Construction Documents appropriate and advisable Project testing requirements including, but not limited to, geo-technical, structural, electrical, mechanical tests and investigations, and construction materials testing; prepare scopes of work, including preliminary testing parameters for geo-technical work, soil borings and load test for soil bearing capacity, to assist the Owner in securing necessary Project testing; coordinate testing and determine timing and order of testing; evaluate all test results; and , recommend all necessary and advisable additional Project testing.

**1.4.4** The Architect shall assist the Owner as necessary in securing all approvals from governing authorities with jurisdiction over the Project. Without limitation, the Professional shall timely assist the Owner in making application for site plan approval, local variances or other approvals, including completion of all necessary applications and supporting documentation; and attend any and all meetings required to secure all approvals from governing authorities with jurisdiction over the Project.

**1.4.5** Any other required services pursuant to this Agreement shall be set forth in Appendix 1 hereto and incorporated by reference herein.

## **1.5 SCHEMATIC DESIGN SERVICES**

**1.5.1** The Architect shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the Owner to understand the requirements of the Project and shall review the understanding of such requirements with the Owner. The Architect shall visit and thoroughly inspect the Project site, familiarize itself with the survey of the location and existing structures, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the Project. The Architect shall familiarize itself with the Owner's layout and design requirements, conceptual design objectives and the budgeted fixed limitation on construction costs. The Architect shall familiarize itself with pertinent Project dates and schedules, shall review and analyze all pertinent tests, investigations, and recommendations, shall familiarize itself with all zoning restrictions and requirements, and shall gather other information necessary for a comprehensive and thorough understanding of the project.

**1.5.2** The Architect shall furnish to the Owner a preliminary written evaluation of such information in light of any Project budget requirements.

**1.5.3** The Architect shall review and discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall regularly meet with the Owner to discuss and review the schematic design along with related drawings and documents.

**1.5.4** The Architect shall prepare and submit to the Owner for review schematic design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components. Such drawings and documents shall include, but not be limited to, elevations and cross-sections, as well as alternative design recommendations and proposals.

**1.5.5** The Architect shall prepare an estimate for submittal to the Owner of a **schematic** estimate of probable construction costs based upon current area, volume, other unit costs or other information. Such estimate shall be broken down by line item into major construction disciplines and systems.

**1.5.6** The Architect shall submit an estimate of the annual cost per square foot for utilities.

**1.5.7** In the event that the architect's schematic estimate of probable construction cost exceeds the Fixed Limitation for Construction Cost set forth in this Agreement, the Owner may accept the schematic estimate of probable construction cost and revise the budgeted Fixed Limitation for Construction Cost; cancel the Project or any portion thereof; revise the scope of the Project as required to reduce the schematic estimate of construction cost; or require the Architect, at no cost to the Owner, to modify the schematic design drawings in a manner which will result in an estimate of probable construction cost within the budgeted Fixed Limitation for Construction Cost.

## **1.6 DESIGN DEVELOPMENT**

**1.6.1** Based on the approved schematic design documents and any adjustments authorized by the Owner in its program, desired schedule or Project budget, the Architect shall prepare and submit to the Owner for review, design development documents consisting of drawings and other documents to fix and describe the size and character of the project as to engineering, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

**1.6.2** The Architect shall review his estimate of probable construction costs and, shall make any appropriate revisions, thereto, and furnish same to the Owner.

## **1.7 CONSTRUCTION DOCUMENTS, BIDDING & NEGOTIATIONS**

### **1.7.1 Construction Documents**

**1.7.1.1** Upon the Owner's authorization, the Architect shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be reasonably accurate, coordinated and adequate for the construction and shall be in conformity and comply with applicable laws, codes, standards and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the Owner. Products or materials specified by the Architect which are available from only one source shall be justified in writing by the Architect in order to meet applicable federal, state, or local procurement or bid requirements. The Architect shall coordinate with governing agencies to determine which Codes and requirements will be in force based on the anticipated plan submission date.

**1.7.1.2** During the process of preparation of the Construction Documents, the Architect shall review the Construction Documents and the estimate of probable construction cost with the Owner. Such review shall be, at a minimum, at the stage when the Construction Documents are between 50% to 60% complete and again at the 90% completion stage. Following such reviews, the Architect shall make appropriate revisions thereto to assure compliance with the Owner's Fixed Limitation of Construction Cost and shall furnish same to the Owner.

**1.7.1.3** The Architect shall prepare appropriate bid alternates as necessary in order to assure that the project can be awarded within the Fixed Limitation for Construction Cost.

**1.7.1.4** When the Construction Documents are complete, the Architect shall furnish the Owner with three (3) sets of Review Construction Documents which shall be complete, accurate, coordinated, and adequate for bidding, negotiating and constructing the Work; take into account existing site features and structures, and safely and efficiently integrate the Work into existing Site features and structures; include all labor, material, and equipment necessary to complete the Work; portray Work which meets the Owner's disclosed, demonstrated or documented aesthetic, functional and operational objectives; be fit and proper for the purpose intended; and comply with applicable laws, statutes, building codes, rules and regulations of governmental, public and quasi-public authorities and agencies having jurisdiction over the Project in effect on the date the documents are delivered to the Owner. Such review of the Construction Documents shall include the Architect's review comments on the estimate of probable construction costs which shall be prepared by an Independent Estimator engaged by the Owner (if the Owner provides such estimate) in such detail to estimate the base bid and each bid alternate in award sequence. The Architect must submit and obtain the Owner's approval for the structure and order of the bid alternates. This estimate shall demonstrate compliance with the established Fixed Limitation for Construction Cost.

1.7.1.5 After receipt and review of the Owner's comments on the Review Construction Documents and the estimated probable construction cost, the Architect shall prepare final Construction Documents which detail the Work. When the final Construction Documents are furnished to the Owner, the Architect shall notify the Owner in writing of any comments of the Owner, which have not been incorporated into the final Construction Documents. All final Construction Documents prepared by the Architect shall bear the seal of the Architect responsible for the Construction Documents.

## **1.7.2 Bidding & Negotiating**

1.7.2.1 The Architect shall obtain from the Owner, the most current version of the Owner's Contract for Construction. The Architect shall review and familiarize itself with the Owner's Contract for Construction and shall promptly notify the Owner of any proposed modifications or additions necessitated or suggested by the conditions in the Project location. The Owner shall furnish to the Architect the final version of the Contract for Construction for inclusion in the documents packets for use in the bidding process.

1.7.2.2 The Architect will prepare and assemble the following information and items in the form of Document Packets for use in the bidding process for the Contract for Construction:

- A. Final Construction Documents (in electronic and paper format);
- B. Detailed list of all shop drawings, samples and product data to be supplied to the Architect and the Owner for review and comment; and
- C. Contract for Construction, as furnished by the Owner pursuant to 1.7.2.1 above.

1.7.2.3 The Architect shall provide Facilities Project Management Division three (3) complete sets of the Construction Documents; Procurement Services shall receive one (1) set of specifications only. In addition, an electronic medium of the finished work products (Construction Documents (plans and specifications)) suitable for reproduction shall be furnished by the Architect to the Owner in a format suitable for the Owner to provide to the Owner's printing contractor.

1.7.2.4 The Architect shall assist the Owner in publicizing and developing interest in the Project; pre-qualifying the bidders; disseminating Document Packets to potential bidders; organizing, conducting, and preparing minutes of the Pre-Bid Conference for potential bidders; advise the Owner of any requests for information received from any bidder and respond to such requests as appropriate, and advise the Owner with respect to the responsiveness of each bid and if each firm is a responsible bidder.

1.7.2.5 The Architect shall review and approve or take other appropriate action on proposed substitutions and voluntary alternates, if any. The Architect will be responsible for the preparation, of any addenda to the Construction Documents, and otherwise assist the Owner as required to resolve any questions arising during the bidding and negotiating process. The cost of reproduction and distribution of any Addenda shall be paid for by the Owner, except should Addenda be required to correct for significant errors or omissions on the part of the Architect or his consultants. In such case the costs related thereto will be born by the Architect.

1.7.2.6 The Architect shall be present at the public bid opening. Representatives from Facility Project Management Department and Procurement Services shall be in attendance at the bid opening as well as at all negotiations following the bid opening. The results of any such negotiations shall become a part of the contract document.

1.7.2.7 The Architect shall ensure that no Document Packet or other information or materials furnished by the Architect for use in the competitive bidding process contains any reference to or discloses in any way the Fixed Limitation for Construction Cost or the Owner's budgeted amount for construction.

## **1.8 ADMINISTRATION OF CONSTRUCTION**

**1.8.1** The Architect shall provide administration of the Construction Contract as set forth below and shall perform those duties and discharge those responsibilities set forth herein.

**1.8.2** The Architect shall represent the Owner during construction. Instructions and other appropriate communications from the Owner to the Contractor shall be communicated primarily through the Architect. The Architect shall act on behalf of the Owner only to the extent provided herein. The Architect shall be the Owner's design representative during performance of the Project, shall consult with and advise the Owner on all design and technical matters, shall be the Owner's representative in dealing with the Construction Contractor and shall administer the Contract for Construction, including resolution of the Construction Contractor's questions concerning Construction Documents.

**1.8.3** Upon receipt, the Architect shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data, which the Owner or the Architect may require from the Contractor. The purpose of such review and examination will be to preserve the Schedule of Values so that unbalancing does not occur which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the Owner directs the Architect to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Architect shall sign the Schedule of Values thereby indicating the Architect's informed belief that the schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Architect shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner.

**1.8.4** The Architect shall carefully observe the Work of the Contractor whenever and wherever appropriate. The purpose of such observations will be to determine the quality, extent and progress of the Work in comparison with the requirements of the Construction Contract, the Construction Schedule, applicable laws, statutes, building codes, or other rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project. In making such observations, the Architect shall exercise customary care to identify defects or deficiencies in the Work, to minimize unexcused delays in the schedule, and to prevent overpayment under the Construction Contract. Following each such observation the Architect shall submit a written field report of such observation, together with any appropriate comments or recommendations, to the Owner. The Architect shall attend regular job site meetings with the Construction Contractor and other necessary parties and shall cause the General Contractor to record the minutes of such job site meetings. The Architect shall check and correct, as necessary, minutes recorded and submitted by the General Contractor.

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

**1.8.6** The Architect shall determine amounts owed to the Contractor based upon observations of the Work as required in Subparagraph 1.8.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Request for Payment, and shall approve, modify or deny the request for payment and report to the Owner within ten (10) days of receipt of the request from the contractor.

**1.8.7** The approval of a Request for Payment shall constitute a representation by the Architect to the Owner that the Architect has made an observation of the Work as provided in Subparagraph 1.8.4 and, that the Work has progressed to the level indicated, that the quality of the Work generally meets the requirements of the Construction Contract, that all necessary and appropriate lien waivers have been submitted, and that, the Contractor is entitled to payment of the amount certified. In the case of unit price work the Architect's recommendations for payment will constitute a final determination of quantities and classifications of such work.

**1.8.8** The Architect shall be the initial interpreter of the requirements of the Construction Documents and the judge of the performance thereunder by the Contractor. The Architect shall act as the Owner's advisor on claims.

The Architect shall render written or graphic interpretations and decisions necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

**1.8.9** The Architect's decisions in matters relating to artistic or aesthetic effect shall be final if consistent with the intent of the Construction Contract.

**1.8.10** The Architect may reject Work that does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. Whenever, in the Architect's opinion, it is necessary or advisable, the Architect may require special examination or testing of the Work in accordance with the provisions of the Construction Contract whether or not such Work is fabricated, installed or completed. The Architect shall timely notify in writing the Owner of work that does not conform to the contract documents.

**1.8.11** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the Architect of the Contractor's submittal shall constitute the Architect's representation to the Owner that such submittal is generally in conformance with the Project design concept, the Construction Documents, the Contract for Construction, and the Owner's Fixed Limitation for Construction Cost. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project. Owner shall receive a copy of all approved shop drawings, product data, samples, etc.

**1.8.12** The Architect shall promptly review, approve, or take other appropriate action on proposed "equal materials or equipment." The Architect shall not approve any such proposed equal materials or equipment unless such equals conform to the Project design concept, the Construction Documents, the Contract for Construction, and the Owner's Fixed Limitation for Construction Cost, and the estimated life cycle project projections.

**1.8.13** The Architect shall promptly review and evaluate the results of all inspections, tests and written reports required by the Contract for Construction, which were required by any applicable laws, statutes, building codes, rules and regulations of governmental public and quasi-public authorities and agencies having jurisdiction over the Project or which were necessary or advisable. The Architect shall take appropriate action on test results and shall promptly reject any work which does not conform to and comply with the requirements, unless the Owner, after written notification by the Architect, agrees with a recommendation from the Architect that it is in the best interest of the Owner to accept the work. The Architect shall provide timely written notice to the Owner of any work, which does not conform to and comply with the requirements.

**1.8.14** The Architect shall promptly review, administer, manage, and advise the Owner concerning, proposals and requests for Change Orders from the Contractor. The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Construction Contract, and shall have authority to order, with the Owner's approval by written Field Order, minor changes in the Work not involving an adjustment in the Contract Price, the time for construction, the Project scope, aesthetics, visual concepts or approved design elements. The Architect shall not be authorized to "swap out" required changes with reduced construction requirements without the written consent of the Owner. The Architect shall promptly prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests, and change orders.

**1.8.15** The Architect shall promptly notify the Owner, in writing, of any information it obtains pertaining to any claim, alleged claim, including but not limited to mechanics' liens, construction liens, and builder's trust fund claims, or similar claims, involving any Project Contractor, supplier, subcontractor, or consultant, whether or not such claims or alleged claims arise from or relate to the Project.

**1.8.16** When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect, on the basis of field observation, determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall restate the responsibilities of the Owner and the Contractor as established in the Owner Contractor Agreement for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate. Upon Substantial Completion of the

Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable costs as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

**1.8.17** The Architect shall secure from the Contractor, on behalf of the Owner, all keys, manuals, required maintenance stocks, guaranties, warranties, affidavits, releases, bonds, waivers, permits, record drawings and markups, and other documents necessary for close out of the Work, including the Certificate of Occupancy. Additionally, the Architect shall obtain, review and determine the propriety of all closeout documents, and shall immediately inform the Contractor about any deficiencies. The Architect shall assist in having the Contractor meet with the Owner's representative(s) to deliver the documents to familiarize them with respect to maintenance and use of the Project.

**1.8.18** When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. The Architect shall secure from the Contractor at or prior to final completion inspection certification that all obligations for payment for labor, materials or equipment related to the Work have been paid or otherwise satisfied; certification that all insurance required of the Contractor beyond final payment, if any, is in effect and will not be canceled or allowed to expire without notice to the Owner; the written consent of the surety (ies), if required, to final payment; and full waivers of mechanics or construction liens, releases or builder's trust fund or similar claims; and release of security interests or encumbrances on the Project property. The Architect shall review and determine the propriety of all Final Completion documents, and shall immediately inform the Contractor about any deficiencies. Thereupon, the Architect will make final inspection of the Work to include inspecting the Work; determining whether the Contractor has satisfactorily completed or corrected all items on the list included with the Certificate of Substantial Completion; determining whether the Work complies with the Construction Contract, applicable laws, statutes, building codes, rules or regulations of all governmental, public, and quasi-public authorities and agencies having jurisdiction over the Project, and applicable installation and workmanship standards; determining whether required inspections and approvals by the officials(s) having jurisdiction over the Project have been satisfactorily completed; and, determining, in consultation with the Owner, whether the Work is finally complete

**1.8.19** If the Work is complete in accordance with the requirements enumerated herein and the Contractor has submitted proper final completion close-out documents, the Architect will promptly issue a Certificate for Final Payment certifying the Owner that the Project is complete, that all liens and claims have been resolved in the alternative, all appropriate waivers and appropriate indemnification(s) have been secured, and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to the Construction Contract. If the Architect is unable to issue its final Certificate of Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment. In addition to the Certificate for Final Payment, the Architect shall submit to the Owner, Final Completion close-out documents and two (2) sets of record documents depicting final construction conditions, as recorded and prepared by the Contractor.

**1.8.20** The Architect shall, without additional compensation for time, reproduction or distribution, promptly correct any errors, omissions, deficiencies or conflicts in the Architect's work product.

## **1.9 ADDITIONAL SERVICES**

The following services of the Architect are not included in Paragraphs 1.1 through 1.8. Nevertheless, the Architect shall provide such services if authorized in writing by the Owner, and they shall be paid for by the Owner as provided hereinafter.

**1.9.1** Providing services to examine or investigate existing conditions or to make measured drawings, or to verify the accuracy of drawings or other information provided by the Owner.

**1.9.2** Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the Owner previously given, are required by the enactment of revision of codes, laws or

regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Architect, either in whole or in part.

**1.9.3** Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the Owner due to causes not within the control or responsibility of the Architect, either in whole or in part.

**1.9.4** Providing additional services for repair or replacement of Work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Architect, either in whole or in part.

**1.9.5** Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor.

**1.9.6** Lifecycle cost analysis for major components of the project.

**1.9.7** In the event , and through no fault of the Architect, the actual construction contract performance period exceeds the construction contract performance period as stated in the construction contract, including all extensions of that time that may have been granted by change orders or modifications, then the Owner and Architect may negotiate reasonable additional compensation for the Architect for these unanticipated additional Architectural Services.”

#### **1.10 SERVICE SCHEDULE**

**1.10.1** The Architect shall perform its services expeditiously. In accordance with paragraph 1.4.2, the Architect shall submit for the Owner's approval a schedule for the performance for the Architect's services which shall include allowance for time required for the Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Architect.

#### **1.11 PERSONNEL**

**1.11.1** The Architect shall assign only qualified personnel to perform any service concerning the project. All services rendered by the Architect for the Project shall be performed by or under the immediate supervision of experienced and qualified professionals licensed and registered in the State of Alabama possessing expertise in the discipline of the service being rendered. At the time of execution of this Agreement, the parties anticipate that the individuals named in Attachment "A" hereto will perform those functions/responsibilities indicated therein. So long as the individuals named above remain actively employed or retained by the Architect, they shall perform the functions/responsibilities at the hourly rates as indicated in Attachment "A". Newly hired employees by the Architect after the execution of this contract shall be declared to the Owner in writing and classed in a manner similar to existing employees, and subject to all of the terms of this Agreement. The Architect shall promptly inform the Owner in writing of any proposed changes in responsibilities/functions or of any replacement personnel, the reasons for such changes or replacement, and the name or qualifications of such replacement. The Owner shall have the right to reject any proposed replacement. The following designated Architect representative(s) are authorized to make decisions, shall be available on an on-call basis, and shall be called in the order listed herein:

Name	Address	Work Telephone /Fax/E-mail
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<b>Chad Bostick</b>	<b>413 Homewood Drive, Hsv, AL</b>	<b>256-361-9252</b>
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**1.11.2** The basic compensation fee for Architectural services shall include the cost to the Architect for the services of consultants. Based on project requirements, the Architect could choose to include the following consultants:

- |                       |                        |
|-----------------------|------------------------|
| - Civil Engineer      | - Security Electronics |
| - Structural Engineer | - Laundry Design       |
| - Mechanical Engineer | - Landscape Architect  |



- Plumbing Engineer
- Electrical Engineer
- Food Service Consultant
- Fire Protection Engineer
- Roofing
- Interiors
- Life Cycle Cost Analysis
- ADA

The Architect shall not enter into any agreement with any consultant for services relative to the Project, without prior notification in writing to the Owner. The Owner shall have the right to reject any consultant provided that the Owner raises a timely objection. Should the Owner require the use of a new consultant, and that consultant require additional compensation, the Owner will pay the difference. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "B" hereto will be retained by the Architect to provide services with respect to the Project. Attachment "B" shall include the names of key team members in each Consultant's firm who will be performing services on behalf of the Consultant along with the hourly rates to be charged for such services.

1.11.3 The Owner shall be represented by the Facilities Project Management Department and in certain circumstances may employ a consultant. These individuals shall act as the Owner's representatives and are the designated representatives who are authorized to make all decisions except for change orders on the Owner's behalf when requested to do so by the Architect.

The Owner shall furnish a revised listing to the Architect when any changes occur affecting this list. Additionally, the Owner shall provide to the Architect a listing of the Owner's consultants performing services relative to the Project. Such listing shall include the name of the Owner's consultants and the general duties each consultant retained by the Owner will perform. At any time during the term of this Agreement, the Owner reserves the right to engage any other consultants which it deems necessary or desirable for the Project, and, at its sole discretion, to remove any consultant from the Project.

## ARTICLE II THE OWNER'S BASIC DUTIES TO THE ARCHITECT OTHER THAN COMPENSATION

2.1 The Owner shall provide the Architect with adequate information regarding the Owner's requirements for the Project including master plan and programming information and any desired or required design or construction schedule, or both, and any budgetary requirements.

2.2 The Owner shall review any documents submitted by the Architect requiring the Owner's decision, and shall promptly render any required decision pertaining thereto.

2.3 The Owner shall furnish a legal description and any necessary survey of the site, including as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to the existing buildings and other improvements; and information concerning available service utility lines above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of Geotechnical and other consultants when such services are necessary and are requested by the Architect.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents. The Architect shall disclose to the Owner any testing or inspection requirements contained in the Contract Documents that exceed those customary or that serve to reduce the Architect's normal field observation duties and responsibilities. Any testing or inspection requirements contained in the Contract Documents which exceed or are less than customary industry practices shall be disclosed by the Architect and must be approved by the Owner in writing.

2.6 If the Owner becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall

be given by the Owner to the Architect.

2.7 The Owner shall perform those duties set forth in Paragraphs 2.1 through 2.6 as expeditiously as may reasonably be necessary for the orderly progress of the Architect's services and of the Work.

2.8 The Owner's review of any documents prepared by the Architect or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's construction program and intent. No review of such documents shall relieve the Architect of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

### ARTICLE III LIMITATION ON CONSTRUCTION COST

3.1 The Architect understands and acknowledges that the Owner has established a budget for the Project of **TBD**. The Architect agrees to design the Project so that the actual Total Project Construction Cost does not exceed the Fixed Limitation for Construction Cost.

3.2 If the Fixed Limitation on the Construction Cost is exceeded by the lowest qualified bid, the Owner may in addition to any other remedies provided by this Agreement or law (1) give written approval of an increase in such fixed limit; (2) authorize and require the Architect, at no cost to the Owner, to re-bid or enter into negotiations with the low bidder on the Project; (3) terminate the Project or any portion thereof as determined necessary by the Owner and terminate this Agreement in whole or in part in accordance herewith; or (4) revise the Project scope, quality, or schedule, engage in value engineering as required to reduce the Total Project Construction Cost, and require the Architect, at no cost to the Owner, to modify the Construction Documents and re-bid or negotiate with the low bidder of the Project to result in a bid or negotiated total project construction cost within the Fixed Limitation for Construction Cost for the Project. In order to reduce the Total Project Construction Cost to the budgeted Fixed Limitation on the Construction Cost, the Architect shall, in addition to the above, at the Owner's request and at no additional cost to the Owner, provide value engineering including but not limited to evaluation of any value engineering proposals as necessary, shall assist the Owner in redefining the scope of the Project, and shall revise and incorporate into all plans, specifications and any other Contract Documents as necessary to reflect such scope revisions, value engineering modifications or any other modifications made in the Project in order to achieve compliance with the Fixed Limitation on Construction Cost. The Architect shall reissue the Contract Documents as revised in accordance with the processes described herein and shall redeliver sets of the Contract Documents in accordance with paragraph 1.7.2.3.

### ARTICLE IV BASIS OF COMPENSATION

4.1 The Owner shall compensate the Architect for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Paragraph 1.9 of this Agreement, by payment of the fixed sum of **\$284,800.00 (Two Hundred Eighty Four Thousand Eight Hundred Dollars and NO/100s)**. This amount does not include the items specifically set forth as reimbursables as identified in Article V.

4.2 Payment to the Architect of the sum set forth in Paragraph 4.1 shall be allocated as follows:

Schematic Design:	10%
Design Development:	15%
Construction Documents:	40%
Bidding:	5%
Construction:	30%

Additional services of the Architect as described in Paragraph 1.9, if any, shall be compensated as follows: Compensation for such services shall be computed on an hourly basis in accordance with Attachment "A" attached herewith. Compensation for such services rendered by consultants shall be computed in accordance with the hourly rates set forth in Attachment "B". Additional Services of consultants, if any, shall be compensated on the basis of a multiple of one and one tenth (1.1) times the amounts billed at the hourly rates to the Architect for such service.

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

**4.4** If the Architect's services are changed materially through no fault of the Architect, compensation due to the Architect shall be equitably adjusted by mutual agreement of the parties, either upward or downward.

**4.5** Several bid alternates may be included in the Construction Documents to allow the Owner to evaluate the cost of various systems and materials and to determine whether or not to include them in the project. Should work designed and included in the bid documents as Alternates not be accepted, the Architect will be compensated only for efforts through the bidding phase.

## **ARTICLE V PAYMENT TO THE ARCHITECT**

### **5.1 ARCHITECT'S INVOICES**

**5.1.1** Not more frequently than monthly, unless otherwise agreed in writing by the Architect and the Owner, the Architect shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Architect's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if services under Paragraph 1.9 are included in the invoice and the person(s) rendering such service. The Architect's invoice shall be accompanied by such documentation or data in support of Reimbursable Expenses for which reimbursement is sought as the Owner may require.

**5.1.2** If payment is requested for services rendered by the Architect, other than services pursuant to Paragraph 1.9, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Architect, which signature shall constitute the Architect's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Architect covered by prior invoices have been paid in full, and that, to the best of the Architect's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Architect the payment of any portion thereof should be withheld. Submission of the Architect's invoice for final payment and reimbursement shall further constitute the Architect's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Architect to others, including its consultants, incurred in connection with the Project, will be paid in full.

### **5.2 TIME FOR PAYMENT**

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

### **5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT**

**5.3.1** In the event the Owner becomes credibly informed that any representations of the Architect, provided pursuant to Subparagraph 5.1.2, are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Architect until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction. Additionally, failure by the Architect to supply substantiating records shall be reason to

exclude related costs from the amounts, which might otherwise be payable by the Owner to the Architect.

#### **5.4 REIMBURSABLE EXPENSES**

**5.4.1** In addition to the requirements set forth in 5.1 above, invoices for reimbursable expenses shall include such documentation as the Owner may require. Reasonable expenses are limited to the following expenses:

- (a) out-of-state transportation approved in advance by the Owner in writing and incurred in connection with the Project;
- (b) transportation between the offices of the Architect and Consultants to Huntsville and other travel costs in connection with the project.
- (c) charges for long-distance communications;
- (d) fees paid for securing approval of authorities having jurisdiction over the Project;
- (e) actual costs of reproduction;
- (f) postage and handling charges incurred for drawings, specifications and other documents; and
- (g) renderings, models and mock-ups requested by the Owner.

The Architect shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and with the additional charge of an administrative multiple of 1.10.

Reimbursable expenses shall be limited during the term of this agreement to a Not to Exceed cost of **\$5,000.00** **(One Thousand Dollars and No/100s.)**

**5.4.2** Reproduction and printing of bid and contract documents shall be performed by the Owner and shall not be a reimbursable expense to the Architect unless the Owner specifically requests in writing that the Architect reproduce these items in bulk.

**5.4.3** When a payment is received by the Architect from the Owner, the Architect shall promptly pay all professionals, consultants, or subcontractors providing services for the Project through the Architect in the amounts that are due for the work covered by such payment. In the event the Owner becomes informed that the Architect has not paid such professionals, consultants, or subcontractors the amounts due, the Owner shall have the right, but not the duty, to issue future checks in payment to the Architect of amounts otherwise due hereunder naming the Architect and any such professional, consultant, or subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity nor obligation or duty on the part of the Owner beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

#### **5.5 ARCHITECT'S RECORDS**

**5.5.1** Documentation accurately reflecting services performed and the time expended by the Architect and his personnel and records of Reimbursable Expenses shall be prepared concurrently with the performance of the services and shall be maintained by the Architect. The Architect shall maintain record copies of all written communications, and any memoranda of verbal communications related to the Project. All such records and documentation shall be maintained for a minimum of five (5) years after the Project date of Final Completion or for any longer period of time as may be required by law or good practice. If the Architect receives notification of a dispute or of pending or commencement of litigation during this five-year period, the Architect shall continue to maintain all Project records until final resolution of the dispute or litigation. The Architect shall make such records and documentation available to the Owner upon notice and shall allow the authorized representative(s) of the Owner to inspect, examine, review and copy the Architect's records at the Owner's reasonable expense.

**ARTICLE VI  
CHANGES AND TERMINATION**

**6.1 CHANGES**

**6.1.1** There shall be no changes in this Agreement except by mutual agreement of the parties as indicated by written contract modification approved and executed by those individuals properly authorized to enter into contracts on behalf of each party.

**6.2 TERMINATION FOR CAUSE**

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

**6.3 TERMINATION BY THE OWNER WITHOUT CAUSE**

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

**ARTICLE VII  
INSURANCE AND INDEMNITY**

**7.1 INSURANCE**

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

**A. MINIMUM SCOPE OF INSURANCE:**

**1. General Liability:**

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

**Commercial General Liability**

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

**2. Professional Liability:**

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for five (5) years after completion of the professional services and Certificates of Insurance will be submitted

to the Owner. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered Architects or Architectural Firms contracting in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

**3. Automobile Liability:**

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

**4. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

**5. Employers Liability Insurance:**

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

**B. MINIMUM LIMITS OF INSURANCE:**

**1. General Liability:**

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

\$ 2,000,000 General Aggregate Limit  
\$ 2,000,000 Products - Completed Operations Aggregate  
\$ 1,000,000 Personal & Advertising Injury  
\$ 1,000,000 Each Occurrence

**2. Professional Liability:**

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

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

**3. Automobile Liability:**

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

**4. Workers' Compensation:**

As required by the State of Alabama Statute

**5. Employers Liability:**

\$ 1,000,000 Bodily Injury by Accident or Disease  
\$ 1,000,000 Policy Limit by Disease

**C. OTHER INSURANCE PROVISIONS:**

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

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

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

- a. The City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Architect for products used by and completed operations of Architect; or automobiles owned, leased, hired or borrowed by Architect. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.
- b. Architect's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Architect's insurance and shall not contribute to it.
- c. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2. All Coverages:**

- a. Architect is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

**D. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-V.

**E. VERIFICATION OF COVERAGE:**

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

**F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ARCHITECT:**

The Architect shall furnish separate certificates and/or endorsements for each subcontractor and/or

consultant.

**G. HOLD HARMLESS AGREEMENT:**

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

The Architect, to the fullest extent permitted by law, shall indemnify and hold harmless the Owner, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Architect or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

**2. Professional Liability:**

The Architect agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the Owner, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) actually or allegedly arising out of, or resulting from, the professional services of the Architect or the Architect's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence.

To the fullest extent permitted by law, the Architect shall defend, protect, indemnify, and hold harmless the Owner, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the Owner in writing. If the Architect has reason to believe the use of a required design, process or product is an infringement of a patent, the Architect shall be responsible for such loss unless such information is promptly given to the Owner.

**ARTICLE VIII  
MISCELLANEOUS PROVISIONS**

**8.1 GOVERNING LAW**

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

**8.2 INTENT AND INTERPRETATION**

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

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



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

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

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

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

**8.2.7** The titles used in this Agreement are for general reference only and are not part of the Agreement.

### **8.3 TIME IS OF THE ESSENCE**

**8.3.1** Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The Architect understands and acknowledges that time is of the essence in completion of the Project and that the Owner will incur damages if the Project is not completed on time.

### **8.4 USE AND OWNERSHIP OF DOCUMENTS**

**8.4.1** The Construction Documents, including all drawings, specifications and other documents, electronic media, or things prepared by or on behalf of the Architect for the Project are the sole property of the Owner and are free of any retention rights of the Architect upon payment of current balance due on account by the Owner. The Architect hereby grants to the Owner an unconditional right to use, for any purpose whatsoever, the Construction documents and any other documents or electronic media prepared by or on behalf of the Professional for the Project, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The Architect shall be permitted to retain copies thereof for its records. Any unauthorized reuse by the Owner for alterations and maintenance to the building without the written approval of the Architect, shall be at the sole risk of the Owner and the Owner shall indemnify and save harmless the Architect from any and all liability, costs, claims, damages, losses and expenses including attorney's fees arising out of, or resulting from, such reuse by the Owner; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the Contractor.

**8.4.2** Electronic files furnished by either party shall be subject to an acceptance period of thirty (30) days during, which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed or sealed hard-copy construction documents prepared by the Architect and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of the electronic files for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

### **8.5 SUCCESSORS AND ASSIGNS**

**8.5.1** The Architect shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Architect, respectively, bind themselves, their successors, assigns and legal

representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

## **8.6 NO THIRD-PARTY BENEFICIARIES**

**8.6.1** This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of any third party, against the Owner or the Architect.

## **8.7 INTELLECTUAL PROPERTY/ CONFIDENTIALITY**

**8.7.1** All information, documents, and electronic media furnished by the Owner to the Architect belong to the Owner, are considered proprietary and confidential, unless otherwise indicated by the Owner, and are furnished solely for use on the Owner's Project. Such information, documents, and electronic media shall be kept confidential by the Architect, shall only be released as necessary to meet official regulatory requirements in connection with the Project, and shall not be used by the Architect on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the Owner hereunder is specifically authorized in writing by the Owner in advance.

## **8.8 SUBCONTRACT REQUIREMENTS**

**8.8.1** The Architect shall include the terms and conditions of Articles VII and VIII of this Agreement in every subcontract or agreement with a consultant for this Project so that these terms and conditions shall be binding upon each subcontractor or consultant.

## **8.9 NOTICES**

**8.9.1** Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by telex, facsimile, or tele-copy; or is sent by U.S. Mail, postage prepaid. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by telex, facsimile, or tele-copy shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

## **8.10 STRICT COMPLIANCE**

**8.10.1** No failure of the Owner to insist upon strict compliance by the Architect with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the Architect's obligations.

## **8.11 WAIVER**

**8.11.1** No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

## **8.12 SEVERABILITY**

**8.12.1** If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

## **8.13 ETHICS**

**8.13.1** The Architect shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the Project. The

Professional shall not confer on any governmental, public or quasi-public official having any authority or influence over the Project any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The Architect shall not, without the express written permission of the Owner, engage or recommend to the Owner engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the Professional, Owner or Project in which the Professional has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the Architect or in which any consultant, trade contractor, subcontractor, or supplier of the Architect has a direct or indirect proprietary or other pecuniary interest.

#### **8.14 SPECIAL PROVISIONS**

**8.14.1** Additional terms and conditions applicable to this Agreement are included in Appendix 2 to this Agreement. Such terms and conditions are incorporated by reference herein.

#### **8.15 ENTIRE AGREEMENT**

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

#### **8.16 BETTERMENT**

**8.16.1** If, due to the Architect's error, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project. The Owner shall pay the cost of said component and the Architect shall pay the cost premium of procuring by change order or any required reworking.

#### **8.17 HAZARDOUS MATERIALS**

**8.17.1** It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of the Architect's services, the Architect, at his option and without liability for consequential or any other damages, may suspend performance of services on the project until the Owner retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

#### **8.18 MEDIATION**

**8.18.1** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Owner and the Architect agree that all disputes between them arising out of or relating to this Agreement or the Project may be submitted to non-binding mediation unless the parties mutually agree otherwise.

#### **8.19 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") is applicable to 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, 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 and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with a copy of the Memorandum of Understanding as documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form for the contractor and for subcontractors are included at the end of this notice.

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 required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. 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) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

The City of Huntsville, Alabama, a Municipal Corporation

**ARCHITECT**

**OWNER**

SEAL

SEAL

Chad Bostick

By:



(SIGNATURE)

Chad Bostick  
Bostick Landscape Architects, LLC  
413 Homewood Drive  
Huntsville, AL 35801

Tommy Battle

By:

(SIGNATURE)

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

3/13/2023

(DATE OF EXECUTION)

3/23/2023

(DATE OF EXECUTION)

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

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, whose name as Mayor of The City of Huntsville, 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 official capacity, executed the same with full authority for and as the act of said city on the day the same bears day.

GIVEN under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA            )  
  )  
COUNTY OF MADISON )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Chad Bostick of Bostick Landscape Architects, LLC, an Alabama corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the 13<sup>th</sup> day of March, 2023.

\_\_\_\_\_  
Notary Public *Erin Rayner*  
My Commission Expires: 5/8/2024 *ER*

## Attachment A



March 7, 2023

Chris O'Neil  
Facilities Projects Manager  
City of Huntsville  
P.O. Box 308  
Huntsville, AL 35804

**RE: Hays Farm Park**

Dear Mr. O'Neil,

Thank you for the opportunity to submit this proposal to you for the limited design and construction drawings of the Hays Farm park in Huntsville, Alabama. I am pleased to submit this outline for fountain design, updated design to the plans, and construction administration not included in the BLA proposal with Hylis, Inc. (John Hays)

This proposal includes using the BLA designed plans of the space performed under contract to Hylis, Inc. (John Hays) under the previous budget. This proposal includes the final design of the following; restroom facility, the final design of the gazebo which were unknown items to be clarified per the Hylis Contract (John Hays), design of the water feature, aerator and splash pad which will be an alternate in the bid portion of the project. This proposal will covers all proposed design updates which come out of the City review meetings and bid documents including City of Huntsville Documents as well as construction administration.

We propose the following approach and scope of services

### **SCOPE OF SERVICES**

#### **I. Final Civil Drawings**

- A. Bostick Landscape Architects (BLA) team will utilize the drawings from the Hylis contract and reviewed to generate the final bid set for the project.
- B. BLA will subcontract with 2 The Point Engineering to finalize drawings from the city review meetings. The final plans shall consist of dimension plans to properly lay out sidewalks, gazebo, restroom buildings, and other important dimensions for a buildable set of plans. 2 The Point will provide grading plans which illustrate areas for soil removal/addition, final spot elevations and contours as well as all drainage needed. 2 The Point will provide all final site utilities drawings. All civil construction details for items will be provided as necessary.

#### **II. Final Hardscape Specialty, Landscape and Irrigation Drawings**

##### **A. Final Specialty Hardscape Plans**

- 1. BLA will provide all detailing for the specialty areas including playground equipment and surfacing, site amenities such as benches both manufactured and constructed, trash receptacles, paving areas, as well as exercise equipment to be installed throughout the park.



2. Final landscape and irrigation plans showing quantities and locations for the landscape plan as well as all elements necessary for a working irrigation system.

### **III. Final Electrical Plans**

#### **A. Electrical Plans**

BLA will sub-contract with Hyde Engineering to provide an electrical plan the entire site consisting of lighted walking paths, parking lighting, and power at the pavilion. No sound system, audio visual system or theatrical type lighting is included in this proposal as this scope will require additional definition.

### **IV. Final Architectural Plans**

#### **A. Pavilion and Restroom Building**

BLA will sub-contract with Nola Van Peursem Architects to provide architectural construction drawings for the pavilions and stage area for bidding purposes as the scope is defined. Structural design is included in this portion of the design and the electrical for the pavilions shall be shown as part of these drawings.

### **V. Contract Administration**

#### **A. Bidding / Negotiation**

These services are outlined below:

BLA will assist you in obtaining and evaluating bids and in negotiating and awarding all contracts for construction of landscape work. This will include, in part, the following services.

The services provided in this phase include:

- a. Completion of the project manual for all specifications.
- b. Assisting you in qualifying bidders.
- b. Participating in pre-bid conferences.
- c. Preparing addenda to the Construction Documents.
- d. Attending bid opening
- e. Evaluating bids.
- f. Recommending and award of Construction Contract.
- g. Distributing required sets of contract documents. Consider, analyze, compare and make recommendations relative to alternatives or substitutions proposed by bidders or proposers either prior to or subsequent to receipt of bids or proposals.





**B. Construction Administration**

BLA will provide the following:

1. Attend the Owner/ Architect Contractor meetings if requested.
2. The Landscape Architect will represent the Client, as his agent, during the construction of the Landscape Work.
3. The Construction Observation Phase will commence with the award of the Contract for Construction and will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, thirty (30) days after the Date of Substantial Completion of the Work, whichever comes first.
4. The Landscape Architect is a representative of the Client during the Construction Phase. Instructions to the Contractor will be forwarded through the Landscape Architect.
5. Review progress or construction work for conformance of the Contract Documents on an average of one (1) day per week minimum for the full construction period.
6. The Landscape Architect will visit the site at appropriate intervals to become generally familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, the Landscape Architect will keep the Owner informed of the progress and quality of the Work and will endeavor to guard the owner against defects and deficiencies in the Work.
7. The Landscape Architect does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work: for the acts or omissions of the Contractor, his Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.
8. Provide clarifications and coordination of documents in writing and/or sketches as requested by the owner.
9. The Landscape Architect will determine the amounts owed to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and will approve Certificates for Payment in such amounts. The approval of a Certificate for Payment is not a representation that the Landscape Architect has made any examination to ascertain how and for what purpose the Contractor has used the monies paid.
10. The Landscape Architect will review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples for conformance with the design concept and conformance with the information given in the Contract Documents.
11. The Landscape Architect will prepare Change Orders for the Client's approval and execution, and will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or Contract Time.
12. Prepare Punch-list for consultant's scope of work and one (1) subsequent review that the work has been in conformance with the Contract Documents.



## COMPENSATION FOR SERVICES

The fee for Items I-V will be a not to exceed amount of \$284,800.00 and includes final architecture, civil, structural, overall water feature design and final electrical engineer fees. This amount is based on the Alabama DCM basic fee rates for group III projects at this budget less the previous amounts paid to 2 The Point and BLA through their contract with Hylis, Inc. (John Hays).

These fees will be billed as per the city's general service contract agreement. I request that our invoices be paid within 30 days of receipt, in order for us to provide uninterrupted services.

Should you request any services not mentioned in this proposal; those services will be performed at our appropriate hourly rates with an estimate of time first presented to you for review.

Our hourly rates are as follows:

Landscape Architect:	125.00 per hour	Architect:	Hourly rates
Civil Engineer:	Hourly rates	Electrical Engineer:	Hourly rates
Fountain Design:	Hourly rates		

## REIMBURSABLES

In addition to the above stated fees, all substantial print, courier, photographic, fax and long distance phone costs will be billed monthly at cost plus 10%. These reimbursable expenses will be billed along with the design fees.

## ADDITIONAL SERVICES

Consists of professional services provided, if any, which are not described specifically above and as mutually agreed upon between the Client and the Landscape Architect. Examples of such services include, but are not limited to the following:

- A. Any consultation time spent dealing with or incurred by dealings with any government or municipal agency or office. This would include time above an allowance specified in the above scope of services. If no time is allowed for, these services would be provided on an hourly basis.
- B. Substantial increase in drawings or administration due to multiple contracts or multiple phases of work.
- C. Assisting the Client in arranging for the Work to proceed should the Contractor default due to delinquency or insolvency.
- D. Any construction administration for overseeing the implementation of the project.
- E. Providing prolonged administration of construction contract should the construction contract time be exceeded by more than thirty (30) days through no fault of the Landscape Architect.
- F. Preparing as-recorded drawings showing construction changes in Work or final locations of equipment, mechanical or electrical service lines and outlets, on the basis of data furnished by the Contractor.



- G. Revising drawings, specifications or other documents previously approved to accomplish changes requested by the Client.

This proposal and its contents are good for the period of March 23, 2023 to April 23, 2023.

Mr. O'Neil, I appreciate the opportunity to submit this proposal to you and look forward to working with you on great project for our city. Upon your acceptance, a returned signed copy of this proposal will authorize us to proceed. If you have any questions, please don't hesitate to call.

Respectfully,

A handwritten signature in red ink, appearing to read "Chad Bostick". The signature is stylized with a large, sweeping "C" and "B".

Chad Bostick, PLA, ASLA  
President

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Date

**ATTACHMENT B  
CONSULTANT'S CHART  
(In accordance with paragraph 1.11.2)**

Name	Description of type of work performed	Hourly Rates
------	---------------------------------------	--------------

NONE

**APPENDIX 1**  
**ADDITIONAL REQUIRED SERVICES**  
**(In accordance with paragraph 1.4.5)**

**NONE**

**APPENDIX 2**  
**SPECIAL PROVISIONS**  
**(In accordance with paragraph 8.14)**

**NONE**



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-102

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**Department:** Community Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Family Services Center, Inc. for the new construction of a single-family house located at 2803 Chrenshaw Drive NW, using HOME funds.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 515520

**City Cost Amount:** \$ 0

**Total Cost:** \$ 239,308

**Special Circumstances:**

**Grant Funded:** \$ 239,308

**Grant Title - CFDA or granting Agency:** HOME Entitlement

**Resolution #:** N/A

**Location: (list below)**

**Address:** 2803 Chrenshaw Drive NW, Huntsville, AL 35810

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

**Additional Comments:**







# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2745

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**Department:** Community Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Family Services Center, Inc. for the new construction of a single-family house located at 2803 Chrenshaw Drive NW, using HOME funds.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** MC20-MC010201

**City Cost Amount:** \$ 0

**Total Cost:** \$ 239,308

**Special Circumstances:**

**Grant Funded:** \$ 239,308

**Grant Title - CFDA or granting Agency:** HOME Entitlement

**Resolution #:** N/A

**Location: (list below)**

**Address:** 2803 Chrenshaw Drive NW, Huntsville, AL 35810

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

**Additional Comments:**

**Resolution No. 2023-\_\_\_\_\_**

**WHEREAS**, the City of Huntsville, Alabama received grants from the United States Department of Housing and Urban Development, hereinafter referred to as HUD, whereby certain funds were provided to the City under the provisions of the HOME Investments Partnership Act, as amended; and,

**WHEREAS**, Family Services Center, Inc., an Alabama non-profit corporation has experience as a non-profit developer of affordable housing for low- and moderate-income persons; and,

**WHEREAS**, the City desires to engage Family Services Center, Inc., to provide certain services under provisions of the Act.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into an agreement with Family Services Center, Inc., said agreement being substantially similar in words and figures to that document identified as “Agreement between Family Services Center, Inc. and the City of Huntsville, Alabama for the use of Home Investment Partnership Funds to Construct Affordable Housing at 2803 Chrenshaw Drive NW,” consisting of twenty-three (23) pages, including Exhibits A and B, with the signature of the Council President or President Pro tem, and the date March 23, 2023 appearing on the margin of the first page, a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

**ADOPTED** this the 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,  
Alabama

STATE OF ALABAMA     )

COUNTY OF MADISON    )

**AGREEMENT BETWEEN FAMILY SERVICES CENTER, INC. AND THE CITY OF  
HUNTSVILLE, ALABAMA FOR THE USE OF HOME INVESTMENT PARTNERSHIP  
FUNDS TO CONSTRUCT AFFORDABLE HOUSING AT  
2803 CHRENSHAW DRIVE NW**

THIS AGREEMENT, entered into this the 23rd day of March 2023, by and between the City of Huntsville, Alabama, a municipal corporation, hereinafter referred to as the CITY, and, Family Services Center of Huntsville, Inc., an Alabama non-profit corporation, the DEVELOPER, hereinafter referred to as the DEVELOPER.

NOW, THEREFORE, for consideration as hereinafter provided, the parties hereto do mutually agree as follows:

**PART I**

- I.     **PROJECT DESCRIPTION.** The DEVELOPER shall provide affordable housing that will involve homeownership opportunities for low and moderate-income families that meet HOME program income eligibility criteria. The City shall provide a total of **\$239,308.00** in HOME funds for activities associated with the program. Funds shall be expended as described in Part I, Section V of this Agreement.
- II.    **PROJECT LOCATION.** All records related to the DEVELOPER shall be maintained at the DEVELOPER'S office located at 4092 Memorial Parkway Southwest Huntsville, Alabama 35802.
- III.   **SERVICES TO BE PROVIDED.** The DEVELOPER shall, in a satisfactory and proper manner, as determined by the Community Development Department (CDD) of the City of Huntsville, perform the following services:
  - A. The DEVELOPER will provide for the administration and oversight of its project that includes acquisition, new construction and/or acquisition and rehabilitation for a homeownership program for low-income families.

**\_\_\_\_\_  
President of the City Council  
City of Huntsville, Alabama  
Date: March 23, 2023**

- B. The CITY will provide funds for the construction of One (1) three-bedroom home for a low- and moderate-income family. The house will be located at 2803 Chrenshaw Drive NW, within the City limits of Huntsville, AL and the CITY will provide a maximum of **\$239,308.00** in HOME funds for this purpose.

- IV. **TIME OF PERFORMANCE.** All activities to be undertaken by the DEVELOPER will be undertaken beginning on March 23, 2023. All activities utilizing HOME funds, other than monitoring activities which continue for the duration of the affordability periods, will be completed by June 1, 2025. All documentation shall be completed no later than June 1, 2025.

The DEVELOPER shall perform according to the following schedule:

<b><u>Program Element</u></b>	<b><u>Deadline</u></b>
• Execute Contract for Project	March 23, 2023
• Project Start Date	March 23, 2023
• Project Homeownership Sale Started	March 23, 2023
• Pre-construction Conference	March 27, 2023
• Construction Completion Date	April 1, 2025
• Project Homeownership Completed	June 1, 2025
• Monitoring Period	5-15 years for each home in accordance with the applicable affordability period as calculated per home sale.

*This schedule is subject to change by mutual agreement of both parties executed in writing and signed by a duly authorized representative of each entity.*

V. **COMPENSATION AND METHOD OF PAYMENT:**

The City shall pay, and the DEVELOPER agrees to accept funding not to exceed **\$239,308.00** (Two-hundred thirty-nine thousand, three-hundred eight and 00\100) depending on funding availability (*hereinafter "Grant"*) for performance under this Agreement, as follows:

- A. Based on the approved budget, partial payments shall be made upon presentation of (i) purchase agreements and invoices, and/or (ii) other source documents. Payments will be made on a reimbursement basis for eligible expenses actually incurred by the DEVELOPER.
- B. All payments under this agreement are subject to receipt by the City of sufficient federal funds for the HOME Investment Partnership program. HOME Investment Partnership funds shall be drawn from the U.S. Treasury by the City through the Integrated Disbursement and Information System (IDIS). The City shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the City as approved by HUD. Any termination, reduction or delay of receipt of HOME Investment Partnership funds to the City shall, at the option of the City, result in the termination, reduction or delay of HOME Investment Partnership funds to the DEVELOPER.
- C. Funds provided to the DEVELOPER shall be deposited within 10 business days from the date of disbursement to the DEVELOPER by the City.
- D. The Home funds disbursed pursuant to this Agreement shall be utilized as follows:

2803 Chrenshaw Drive NW

**One 3-bedroom Home**

Land	\$28,500.00
Construction	\$147,000.00
Demolition	\$7,500.00
Fees & Professional Services	\$1,000.00
Contingency	\$24,094.00
<b>Total Construction</b>	<b>\$208,094.00</b>
Developer Fee (15%)	\$31,214.00
<b>Total Projected Cost</b>	<b>\$239,308.00</b>

\* Cost listed here are estimated, actual cost may transfer line-item amounts by up to 10%

**COST CATEGORY**

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
515520	New Construction	\$239,308.00
<b>TOTAL</b>		<b>\$239,308.00</b>

\* Cost associated with but not limited to construction, liability insurance, utilities, appraisals, real estate fees, legal fees, consultants, professional services, surveys and any other cost associated with creation of housing units are reimbursable expenses for the agency until execution of sales contract to homeowner.

- E. Any pre-development costs will be considered eligible costs provided the costs are incurred no more than 90 days before the contract is executed.
  - F. The developer will receive an amount not to exceed 15% as a developer's fee on all eligible expenses for the project.
  - G. Upon sale of the property, within 7 calendar days, the developer will remit all proceeds received in connection with the sale of the property and a copy of the Settlement Statement to the City of Huntsville.
  - H. Family Services Center, Inc. is responsible for selling the property to a low- or moderate-income individual or family. If the property has not sold or is not under contract for sale within 9 months of the Certificate of Occupancy, the property will be required to be converted to rental property per HUD requirements 24 CFR 92.252.
- VI. FEDERAL FUNDS. It is mutually understood by the parties hereto that this contract is subject to the continued availability of federal funds and no other funds of the City of Huntsville will be made available for funding this Agreement.
- VII. REQUESTS FOR DISBURSEMENT FUNDS. The DEVELOPER may not request disbursement of funds under this agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

## **PART II**

### **HOME FUNDING -TERMS, CONDITIONS, REQUIREMENTS**

CITY and DEVELOPER hereby agree:

I. **GENERAL TERMS AND CONDITIONS:**

- A. The DEVELOPER agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this contract. Said HOME regulations are published in 24 CFR Part 92. In the event of any conflict between this agreement and applicable laws and regulations governing the HOME funds and the use of the HOME funds, the applicable HOME program laws and regulations shall govern. Each and every provision of law, regulation or clause required by law to be inserted in this agreement shall be as though it were included herein. The DEVELOPER agrees to enter into any modifications of this Agreement reasonably required by the CITY to attain compliance with the requirements of the HOME program.
- B. The City shall have no responsibility or liability for the maintenance, operation or program funding not outlined in this contract for the DEVELOPER.
- C. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The DEVELOPER shall at all times remain an independent contractor with respect to the services to be performed under this Agreement.

The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the DEVELOPER is an independent contractor.

- D. During the period of this Agreement, effective as of the start of the Project, the DEVELOPER shall, as a reimbursable expense, procure and maintain all-risk property damage and liability insurance. For the term of this agreement, the DEVELOPER shall list the City, its employees, and elected and appointed officials as additional insured on said property insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance and shall provide coverage of not less than \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence, and \$100,000 property damage. Proof of insurance shall be shown to the City by furnishing a copy of the certificate of insurance issued by an insurance company licensed to do business in the State of Alabama. The certificate of insurance shall include a statement guaranteeing that the insurance company shall notify the Community Development Coordinator within 30 days of the lapse of said policy. The DEVELOPER shall provide Workers' Compensation Insurance coverage as required by Alabama law for all employees involved in the performance of this contract.
- E. Amounts paid pursuant to this Agreement shall be secured by a deed restriction and where appropriate, a mortgage.
- F. In the event the DEVELOPER discontinues the provision of affordable housing as funded under this Agreement prior to the expiration of the affordability period of this Agreement, the value of the pro-rated portion of real and personal property (tangible and intangible) secured with the HOME Investment Partnership funds under this Agreement shall revert to the City. If the property has been disposed of, then the City will be reimbursed in the amount of the current fair market value of the property less any portion of the fair market value attributable to non-City HOME Investment Partnership funds. (Personal property includes, but is not limited to, equipment, furnishings, and vehicles.) Reversion of assets. Upon expiration of this agreement, the DEVELOPER must transfer to the CITY any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.
- G. All housing assisted with HOME Investment Partnership funds shall be constructed in compliance with the property standards defined in 24 CFR 92.251(a) (1), (2) & (3), and any locally enforceable housing standards, laws, codes, ordinances, and zoning ordinances of the City. The housing must meet the accessibility requirements in the regulations referenced in 24 CFR Part 8 which implement Section 504 of Rehabilitation Act of 1973 (29 U.S.C. 794) and the design and construction requirements at 24 CFR 100.205 which implement the Fair Housing Act (42 U.S.C. 3601-3619).

- H. DEVELOPERS that receive HOME Investment Partnership funds shall maintain records indicating that an inspection of the housing was performed and at a minimum a Certificate of Occupancy was provided for each assisted property.
- I. All projects shall adhere to the project requirements found in Subpart F of 24 CFR Part 92, as applicable with the type of project assisted.
- J. The Developer shall provide affordable homeownership housing for a minimum period of affordability beginning from the time each home is sold to an eligible occupant. All housing for acquisition by a family must meet the affordable housing requirements set forth in 24 CFR 92.254. According to HOME regulations, housing assisted with HOME Investment Partnership funds shall have a deed restriction placed upon it at the time of sale, requiring adherence to the occupancy restriction of 24 CFR 92.254. The Deed Restriction approved by the City of Huntsville for use for homes sold pursuant to this Agreement is set forth as Exhibit "A" attached hereto and incorporated by reference into this Agreement. Such deed restriction contains the Affordability Period table and the applicable recapture requirements of 24 CFR 92.254 (a)(5)(ii) and shall be included in the purchase and sales agreement and deed in all sales transactions to eligible homeowners. With the concurrence of the City concerning the amounts of the HOME subsidy for each home sold as part of the Project, the Developer shall complete this Deed Restriction for inclusion in all home sales transactions. The Affordability period for each home sold shall be determined by the amount of HOME funded assistance provided to reduce the home selling price from appraised value to one of affordability (affordability subsidy) for people at income levels of 80% or less of Huntsville's median income. If down payment assistance will be provided, that amount will be added to total amount of affordability period.
- K. Monitoring by the Developer for compliance shall continue for the entire period of affordability for each home sold.
- L. The DEVELOPER must comply with the requirements of 24 CFR 92.353 with regards to the displacement, relocation, and acquisition in order to minimize the displacement of persons as a result of this HOME assisted project.
- M. 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.



II. **PERFORMANCE AND REPORTING:**

- A. The DEVELOPER shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the City of Huntsville, Alabama, Community Development Office, P. O. Box 308, Huntsville, Alabama 35804. Notice by both DEVELOPER and CITY shall be given by ordinary mail.
- B. Until the completion of the Project and expenditure of all HOME Investment Partnership funds disbursed under this Agreement, the DEVELOPER shall submit quarterly reports describing progress of the project activities. This report will be due 10 (ten) days after the end of each quarter, based upon the fiscal year (October 1 to September 30)
- C. DEVELOPER shall provide the City with a Certified Statement of the Expenditure of Funds disbursed under this Agreement each fiscal year.
- D. DEVELOPERS that receive HOME Investment Partnership funds for homeowner assistance shall maintain records of determination of each homeowner's eligibility and eligibility as a family at the time the household(s) receive the assistance.
- E. For projects with a HOME grant or loan of \$500,000 or more (including all funding sources), an audit report which discloses the expenditure of HOME Investment Partnership funds allocated for this Project, shall be submitted in accordance with 2 CFR part 230, subpart F.
- F. No reporting requirements for City HOME funds shall extend beyond the final annual report that is due on November 1, in the last year of the affordability period.

III. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

- A. The DEVELOPER shall promptly furnish the City or HUD with any financial records, statements, other records, data and information as the City or HUD may reasonably request pertaining to this Agreement.
- B. During the term of this Agreement, any time during normal business hours, the DEVELOPER shall make available and accessible to the City, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of the DEVELOPER'S records in order to permit examination of any books, documents, papers, audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.
- C. The DEVELOPER shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement for a

period of five (5) years after the termination of this Agreement.

- D. All audit findings, reports, studies, and any other information or data prepared or assembled by the DEVELOPER under the terms of this agreement are confidential in nature, and the DEVELOPER agrees that they shall not be made available to any individual or organization, other than to an agent of the United States Government, without the prior written approval of the City.
- E. Additional guidelines for reports and retention of records are set forth in Exhibit “B” of this Agreement which is attached hereto.

#### IV. **ADMINISTRATIVE REQUIREMENTS:**

##### A. **FINANCIAL MANAGEMENT**

- 1. **Accounting Standards.** The DEVELOPER agrees to comply with 2 CFR part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. As a minimum the DEVELOPER’s financial management system shall provide for:
  - a. Accurate, current, and complete disclosure of the financial results of each federally sponsored project or program in accordance with the reporting requirements. When a Federal sponsoring DEVELOPER requires reporting on an accrual basis, the DEVELOPER shall not be required to establish an accrual accounting system but shall develop such accrual data for its reports based on an analysis of the documentation on hand.
  - b. Records that identify adequately the source and application of funds for federally sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.
  - c. Effective control over and accountability for all funds, property and other assets. DEVELOPERs shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
  - d. Comparison of actual outlays with budget amounts for each grant or other agreement. Whenever appropriate or required by Federal sponsoring DEVELOPER, financial information should be related to performance and unit cost data.
  - e. Procedures to minimize the time elapsing between the receipt of funds from the City by CDD and the disbursement by the DEVELOPER within two (2) working days.

- f. Procedures for determining the reasonableness, and if costs are allowable in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.
  - g. Accounting records that are supported by source documentation.
  - h. Examinations in the form of audits or internal audits. Such audits shall be made by qualified individuals who are sufficiently independent of those who authorize the expenditure of Federal funds, to produce unbiased opinions, conclusions or judgments. They shall meet the independence criteria along the lines of Chapter 3, Part 3 of the U.S. General Accounting Office publication, and Standards for Audit of Governmental Organizations, Programs, Activities and Functions. These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the agreements.
- 2. Cost Principles. The DEVELOPER shall administer its program in conformance with 2 CFR part 230, "Cost Principles for For-Profit Organizations," for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD-KEEPING

- 1. Record to be Maintained. The DEVELOPER shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance;
  - c. Records documenting compliance with the fair housing and equal opportunity components of the HOME program; and
  - d. Financial records as required by 2 CFR part 230.

2. Client Data

The DEVELOPER shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, signed verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

3. National Objectives and Eligibility

The DEVELOPER agrees to maintain documentation demonstrating the activities carried out with funds provided under this contract benefit low-income persons, as defined in 24 CFR Part 92.216 and/or 92.217.

4. Additional guidelines for documentation and record-keeping are set forth in Exhibit "B" attached hereto.

C. PROCUREMENT

1. Compliance

In accordance with 24 CFR 92.350, the DEVELOPER shall comply with the federal requirements set forth in 24 CFR 5.105. These requirements include nondiscrimination and equal opportunity; disclosure requirements, debarred, suspended or ineligible contractors, and drug free workplace, and are applicable to all participants in the HOME program.

2. Standards

The DEVELOPER shall procure services and materials in accordance with the requirements of 2 CFR Part 200.317 – 200.326. Copies of said regulations are provided and by execution of this Agreement, the DEVELOPER acknowledges their receipt.

- D. AMENDMENTS. The City and DEVELOPER may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations.

- E. UNIFORM ADMINISTRATION REQUIREMENTS. The DEVELOPER shall comply with the requirements of 2 CFR part 230 and the following requirements of 24 CFR: Part 84: 84.2, 84.5, 84.13 through 84.16, 84.21, 84.22, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73.

V. **NONDISCRIMINATION and AFFIRMATIVE MARKETING:**

No person shall be excluded from or denied the benefits of the DEVELOPER'S service on the basis of age, race, color, religion, creed, national origin, sex, marital status, disability, gender identity or sexual orientation. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by the DEVELOPER. The DEVELOPER shall comply with the affirmative marketing and minority outreach requirements set forth in 24 CFR 92.351.

VI. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

VII. **EQUAL EMPLOYMENT OPPORTUNITY and FAIR HOUSING:**

The DEVELOPER certifies that it is an "Equal Opportunity Employer" and that it will comply with all applicable regulations of the U.S. Department of Housing and Urban Development pertaining to equal opportunity and affirmative action in employment. Further, the DEVELOPER shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements. In addition, DEVELOPERS shall comply with all provisions of 24 CFR 92.350.

VIII. **SECTION 3:**

Contractors retained by the DEVELOPER shall adhere to the following Section 3 requirements and provide reports as required by HUD. The DEVELOPER agrees to comply with Section 3 requirements, the requirements under 24 CFR 24 92.350, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are Developers of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or

knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- D. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- E. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

IX. **W/MBE:**

The DEVELOPER will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

X. **LABOR:**

New construction projects funded under the HOME Investment Partnership program that contain more than 12 (twelve) units shall comply with the labor provisions outlined in 24 CFR 92.354. The DEVELOPER agrees to adhere to said provisions and will not use suspended or debarred contractors and will abide by 24 CFR 92.357.

XI. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

The DEVELOPER shall assist the City in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Alabama.

XII. **LEAD-BASED PAINT POISONING PREVENTION:**

The DEVELOPER shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations there under (24 CFR 92.355) insofar as they apply to the performance of this Agreement. Each home completed pursuant to this Agreement must meet, prior to the closing of the sale of the property, the lead based paint requirement in 24 CFR Part 35, subparts, A,B,J, K,M, and R.

**XIII. TERMINATION OF AGREEMENT FOR CAUSE:**

In accordance with 24 CFR 85.43, if the DEVELOPER fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the DEVELOPER violates any of the terms, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement in whole or in part by giving written notice to the DEVELOPER of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. The City shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied within said 30-day period. In the event of such termination, the DEVELOPER shall promptly repay to the City the full loan amount or that portion of the amounts that have been disbursed to the DEVELOPER prior to such termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the DEVELOPER under the terms of this Agreement shall, at the option of the City, become the property of the City.

**XIV. TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the City and the DEVELOPER shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, the DEVELOPER shall promptly repay to the City the full grant amount or that portion of the amount which has been disbursed to the DEVELOPER prior to such termination.

**XV. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

- A. No federal funds appropriated under this contract shall be paid, by or on behalf of the DEVELOPER, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, the DEVELOPER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



- C. The DEVELOPER shall require that the language of this certification be included in the award documents for all Developers and that all Developers shall certify and disclose accordingly.
- D. The DEVELOPER agrees to comply with the provisions of 24 CFR 92.356 which forbids any owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, developer or sponsor) whether private, for-profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) from occupying a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.
- E. The DEVELOPER shall maintain a code or standards of conduct that shall govern the performance of its officers, employees, consultants or agents engaged in the awarding and administration of contracts using Federal funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his knowledge, he or his immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The DEVELOPER's officers, employees, consultants or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the DEVELOPER's officers, employees, consultants, or agents.

**XVI. GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as HOME funded. In addition, the DEVELOPER will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

**XVII. ASSIGNABILITY:**

The DEVELOPER shall not assign or transfer any interest in this Agreement without the prior written approval of the City. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.



**XVIII. HOLD HARMLESS PROVISION:**

The DEVELOPER shall indemnify, defend and hold harmless the City, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of the DEVELOPER'S employees or agents during the performance of this Agreement.

**XIX. SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

**XX. LIMITATIONS OF CITY LIABILITY - DISCLAIMER OF RELATIONSHIP:**

The City shall not be liable to the DEVELOPER, or to any party, for completion of or failure to complete any improvements which are part of the Project. Nothing contained in this Agreement, nor any act or omission of the City or the DEVELOPER, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of the DEVELOPER's involvement with the City.

**XXI. CONTRACTUAL NONCOMPLIANCE:**

Noncompliance with any and/or all part(s) of this contract, grant, loan or agreement, as determined by the City may result in the disallowance of costs thereby requiring the immediate payback of Federal funds by the DEVELOPER to the City within 30 days of such written determination. This requirement applies not only to the period of the contract, grant, loan or agreement but also for a period of five (5) to ten (10) years pursuant to the "Period of Record Retention" requirements.

**XXII. MAXIMUM PER-UNIT SUBSIDY AMOUNT:**

The amount of HOME funds that the DEVELOPER may invest on a per-unit basis in affordable housing may not exceed the per-unit dollar limits established by HUD under 24 CFR § 221.514 (b) (1) and (c) for elevator-type projects, involving non-profit mortgagors, insured under section 221 (d) (3) of the National Housing Act that apply to the area in which the housing is located.

XXIII. **DEFINITIONS:**

- A. DEVELOPER - an entity, whether public or private, which has the responsibility for administering a project or activity under the terms of Title II Cranston-Gonzalez National Affordable Housing Act of 1990, and which is a party to this agreement.
- B. CDD - The City of Huntsville, Alabama, a municipal Corporation, acting by and through the Community Development Division.
- C. CONTRACTOR - an entity, other than a DEVELOPER (except as noted in the Labor Standards provisions) that furnishes to the City or to an DEVELOPER services (other than standard commercial supplies, office space, office space, or printing services).
- D. HUD - The Secretary of Housing and Urban Development or a person authorized to act on his behalf.
- E. PROGRAM – Home Investment Partnership Program approved by HUD and as amended from time to time.
- F. CITY - The City of Huntsville, Alabama, a municipal Corporation, including its elected and appointed officials, employees, or designated agents thereof.

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

**IN WITNESS THEREOF**, the City and the DEVELOPER have executed this Agreement on this the 23rd day of March 2023.

**THE CITY OF HUNTSVILLE, ALABAMA**

DATE: 3/23/2023

\_\_\_\_\_  
Tommy Battle, Mayor  
City of Huntsville, Alabama

ATTEST:

\_\_\_\_\_  
Shaundrika Edwards, City Clerk  
City of Huntsville, Alabama

**FAMILY SERVICES CENTER, INC.**

DATE: 03.15.2023

\_\_\_\_\_  
Its: President

ATTEST:

\_\_\_\_\_  
Ter Johnston

## **Exhibit “A”**

### **Deed Restriction**

It is understood and agreed that federal HOME funds in the amount of \_\_\_\_\_ have been provided by the City of Huntsville, Alabama through Family Services Center, Inc. (AGENCY) to assist in the purchase and conveyance of the Property that is the subject of this real property transaction in order to make the Property available for low-income families as affordable housing. Federal regulations, set forth in 24 CFR 92.254 require that this housing must be acquired by a homebuyer whose family qualifies as a low-income family and the housing must be the principal residence of the homebuyer throughout the period of affordability. Additionally, recapture provisions are required pursuant to 24 CFR 92.254 (a) (5) (ii) for the purchase and sale agreement and to be included as a deed restriction to ensure that the City of Huntsville, Alabama recoups all or a portion of the HOME assistance provided to the home purchaser, if the housing does not continue to be the principal residence of the home purchaser for the duration of the period of affordability. The minimum period of affordability is determined in accordance with the following table based on the total amount of HOME funding subsidy provided and subject to recapture:

#### **AFFORDABILITY PERIOD of HOME FUNDS used for affordability subsidy**

<\$15,000	5 years
\$15,000 - \$40,000	10 years
>\$40,000	15 years

In accordance with 24 CFR 92.254 (a)(5) (ii) (A)(2), during the applicable Period of Affordability, the amount to be recaptured may be reduced by the City of Huntsville, Alabama, on a pro rata basis for the time the purchaser homeowner has owned and occupied the subject housing measured against the affordability period.

During the Period of Affordability Family Services Center, Inc. (AGENCY) and the City of Huntsville, Alabama must receive prior written notification of any sale, refinancing, or foreclosure that occurs with regards to the Property.

**In the event of a sale** of the Property during the Period of Affordability, an amount equal to a pro rata share of HOME subsidy funds, reduced proportionately for every year of the Period of Affordability the qualifying homeowner owned the Property, shall be repaid to the City of Huntsville, Alabama from any net gain realized upon the sale of the Property after deduction for sales expenses in accordance with 24 CFR 92.254 (a) (5) (ii) (A) (3).

**In the event of a refinancing** of the Property during the Period of Affordability, cash out refinances are unallowable. Any refinancing must be limited to the balance of the first mortgage.

**In the event of a foreclosure** of the Property during the Period of Affordability, the City of Huntsville, Alabama may receive the “net proceeds” up to the original amount of the HOME funding subsidy. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs. At the sole discretion of the City of Huntsville, Alabama the net proceeds may be shared in accordance with the provisions of 24 CFR 92. 254 (a)(5)(ii)(A)(3).

**The provisions of this “deed restriction” are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of the Purchaser/Grantee homeowner who may acquire any right, title, or interest in or to the Property, or any part thereof. The Purchaser/Grantee, its successors, heirs, and assigns do hereby agree and covenant to abide by and fully perform the provisions of this restriction and do hereby join into, executes, and accepts delivery of the deed of conveyance to evidence its obligation to abide by the obligations and restrictions set forth herein.**

The pro rata basis for the properties addresses and is set forth as:

\_\_\_\_\_  
**HOME Funds Amount**

\_\_\_\_\_  
**Period of Affordability**

**Family Services Center, Inc.**

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

**Its: Authorizing Official**

**2803 CHRENSHAW DRIVE NW**  
**Address**

## Exhibit "B"

### 1. REPORTS, REPORT CONTROL, AND CONTROL INFORMATION.

- A. REPORT CONTROL. Reports related to this project will be maintained by the DEVELOPER as a permanent, separate, identifiable file subject to periodic audits by the City through its Community Development Division (CDD), the Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives.
- B. FORMS. All forms bearing a Community Development Form Number (Community Development Division Forms) will be provided by the CDD.
- C. REPORTS CONTROL PERSONNEL. Upon execution of this contract, the DEVELOPER shall designate those members of the DEVELOPER staff who will be totally responsible to the CDD for DEVELOPER reports. All DEVELOPER contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.
- D. PENALTY FOR REPORT DEFICIENCIES AND DELINQUENCIES. The CDD will inventory and examine DEVELOPER reports prior to each request for Community Development funds, being especially mindful to report completeness. Release of all funds under this contract is contingent upon satisfactory DEVELOPER reporting under the terms of this contract. The CDD shall respond to any report deficiency or delinquency with a letter citing the applicable report deficiency or delinquency.
- E. GENERAL REPORT PROVISIONS.
  - 1. Data requirements, reporting format, and submission times will be specified by the CDD for all reporting.
  - 2. From time to time, as the CDD may determine, data in addition to that specifically required of the DEVELOPER in support of planning and/or evaluation.
  - 3. The CDD will make the final determination regarding delinquent or deficient reports, and generally, regarding any matter of report provisions where interpretation may be required.
  - 4. No exception will be made to any part of these report provisions unless the exception is made in writing by the CDD.
  - 5. Noncompliance with these provisions regarding reporting will be considered sufficient cause for termination of contract.

2. Project & Financial Records/Record Retention.

The DEVELOPER shall maintain all records required by the federal regulations specified in 24 CFR Part 92.508 that is pertinent to the activities funded under this agreement. Such records shall include as a minimum but are not limited to:

A. Project Records/Financial Records.

- (i) A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and the units or tenants assisted with HOME funds.
- (ii) The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.
- (iii) Records demonstrating that each rental housing or homeownership project meets the maximum per-unit subsidy amount of 24 CFR 92.205 (c), the maximum per unit subsidy amount of 24 CFR 92.205 (a), and the subsidy layering guidelines adopted in accordance with 92.250(b).
- (iv) Records demonstrating that each project meets the property standards of 24 CFR 92.251 and the lead-based paint requirements of 24 CFR 92.355.
- (v) Records demonstrating that each family is income eligible in accordance with 24 CFR 92.203.
- (vi) Records demonstrating that each tenant-based rental assistance project meets the written tenant selection policies and criteria of 24 CFR 92.209 (c) including the tenant preference requirements, the rent reasonableness requirements, HQS inspection reports, and calculation of the HOME subsidy.
- (vii) Records demonstrating that each rental housing project meets the affordability and income targeting requirements for the required period. Records must be kept for each family assisted.
- (viii) Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing comply with the refinancing guidelines in 24 CFR 206 (b).
- (ix) Records demonstrating that each lease for a tenant receiving tenant-based assistance and for an assisted rental housing unit complies with the tenant and participant protection requirements of 24 CFR 92.253. Records must be kept for each family.

- (x) Records demonstrating that the purchase price or estimated value after rehabilitation for each homeownership housing project does not exceed 95 percent of the median purchase price for the area. The records must demonstrate how the estimated value was determined.
- (xi) Records demonstrating that each homeownership project meets the affordability requirements 24 CFR 92.254 for the required period.
- (xii) Records concerning the tenant participation plan required by 24 CFR 92.303.
- (xiii) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME funds.
- (xiv) Documentation of actions undertaken to meet the requirements of 24 CFR Part 135 which implements section 3 of the Housing Development Act 1968, as amended (12 U.S.C. 1701u).
- (xv) Documentation of the actions the DEVELOPER has taken to affirmatively further fair housing.
- (xvi) Affirmative marketing and MBE/WBE records demonstrating compliance with 24 CFR 92.351.
- (xvii) Records demonstrating compliance with the requirements regarding displacement, relocation, and real property acquisition, including project occupancy lists identifying the name and address of all persons occupying the real property on the date moving into the property on or after the date and occupying the property upon completion of the project.
- (xviii) Records demonstrating compliance with the labor requirements 24 CFR 92.354 including contract provisions and payroll records.
- (xix) Records demonstrating compliance with the lead-based paint requirements.
- (xx) Records supporting exceptions to the conflict-of-interest prohibition.
- (xxi) Records demonstrating compliance with the applicable uniform administrative requirements required by 24 CFR 92.505.
- (xxii) Records demonstrating compliance with this Agreement.
- (xxiii) Records demonstrating the use of funds for CHDO operating expenses and demonstrating compliance with the requirements of 24 CFR 92.208 and 92.300.



- (xxiv) Records demonstrating compliance with any environmental review requirements.
  - (xxv) Records indicating that an inspection of the housing was performed and at a minimum a certificate of occupancy was provided for each property assisted with HOME funds.
- B. Record retention. All records pertaining to each fiscal year of HOME funds must be retained for the most recent five-year period, except as provided below.
- (i) For rental housing projects, records may be retained for five years after the project completion date; except that records of individual tenant income verifications, project rents and project inspections must be retained for the most recent five year period, until five years after the affordability period terminates.
  - (ii) For homeownership housing projects, records may be retained for five years after the project completion date, except for documents imposing recapture/resale restrictions which must be retained for five years after the affordability period terminates.
  - (iii) For tenant-based rental assistance projects, records must be retained for five years after the period of rental assistance terminates.
  - (iv) Written agreements must be retained for five years after the agreement terminates.
  - (v) Records covering displacements and acquisition must be retained for five years after the date by which all persons displaced from the property and all persons whose property is acquired for the projects have received the final payment to which they are entitled.
  - (vi) If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
  - (vii) Access to records. HUD and the Comptroller General of the United States, any of their representatives, have the right of access to any pertinent books, documents, papers or other records of the DEVELOPER, and any sub-Developers, in order to make audits, examinations, excerpts, and transcripts.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-103

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**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 Bankhead Atlanta Boxing Academy, Inc., for the Southern Soul Memorial Day Weekend Festival.

**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:** John Hunt Park Festival Site

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

**Additional Comments:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2721

---

**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 Bankhead Atlanta Boxing Academy, Inc., for the Southern Soul Memorial Day Weekend Festival.

**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:** John Hunt Park Festival Site

**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 to enter into a Facility Use Agreement, by and between the CITY OF HUNTSVILLE, an Alabama municipal corporation, and BANKHEAD ATLANTA BOXING ACADEMY, INC., a Georgia non-profit corporation, which said agreement is substantially in words and figures as that certain document attached hereto and identified as “Facility Use Agreement between the City of Huntsville and Bankhead Atlanta Boxing Academy, Inc.,” consisting of seven (7) pages (including Exhibit A) and the date of March 23, 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.

**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, Alabama

**FACILITY USE AGREEMENT**  
**BETWEEN THE CITY OF HUNTSVILLE AND**  
**BANKHEAD ATLANTA BOXING ACADEMY, INC.**

**FACILITY USE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE**  
**AND BANKHEAD ATLANTA BOXING ACADEMY, INC.**

This License Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 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 Bankhead Atlanta Boxing Academy, Inc., a Georgia nonprofit corporation (hereinafter referred to as "Licensee").

1. Use of premises, timing, and road closures.

(a) Subject to the terms and conditions of this License Agreement, the City hereby grants 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 southeast portion of the John Hunt Park Festival site, the Jaycee Building parking lot, the Joe Davis Stadium parking lot, and portions of Jaycee Way, Steve Hettinger Drive, Alex McAlister Drive and Don Mincher Drive) to be used for an event called the "Southern Soul Memorial Day Weekend Festival" (the "Event"), which shall be a Blues and R&B music festival for the community.

(b) Licensee's access to the Premises shall be subject to subsection 1(c) concerning the road closure of Jaycee Way, Steve Hettinger Drive, Alex McAlister Drive, and Don Mincher Drive. Licensee may access the Premises for Event set-up, which shall start Friday, May 26, 2023, beginning at 8:00 AM and lasting until 8:00 PM. Additional set up shall start on Saturday morning, May 27, 2023, beginning at 6:00 AM and lasting until the Event begins. The one-day Event shall commence for attendees on Saturday morning at 9:00 AM and conclude no later than 10:00 PM. The cleanup/take-down of the Event and restoration of the Premises shall take place as follows: Saturday, May 27, 2023, beginning at 10:00PM and lasting until 11:00PM, and Sunday, May 28, 2023, beginning at 8:00 AM and lasting until 5 PM.

(c) All road closings mentioned in 1(b) shall be as set forth in the special event permit issued by the Huntsville Police Department for the Event. It is the intent of the parties to this Agreement that roads closed in connection with the Southern Soul Memorial Day Weekend Festival shall remain open as long as is reasonably practicable preceding the event and reopened as soon as is reasonably practicable following the event.

2. Security.

(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

President of the City Council of the  
City of Huntsville, Alabama  
Date: March 23, 2023

shall hire the number of officers and supervisory personnel as recommended for the event by the Huntsville Police Department.

(b) In addition, at its sole costs and expense, Licensee may provide additional security for the Event, including a sufficient security detail, as approved by the Huntsville Police Department.

(c) Licensee agrees that, at any time, the Huntsville Police Department may require that the event be canceled, the conduct of the event be modified, or prescribe such other measures that may be necessary in the event of inclement weather conditions, security issues, threats to the health or safety of the sponsors or attendees of the Event or to the general public, or otherwise for public convenience or safety.

### 3. Fencing.

Licensee shall be permitted to erect a fence around the perimeter of the Premises (for any area where no fence is currently erected) provided no holes are drilled in any existing concrete, asphalt, brick or other impervious surface and further provided that the fence is not anchored in concrete or any other permanent material. Licensee understands and agrees that the actual fence location may be modified as directed by Licensor to provide for traffic and pedestrian safety.

### 4. Alcoholic beverages.

Licensee shall not serve alcoholic beverages at the Event, nor shall Licensee allow alcoholic beverages to be brought into the Event. Licensee shall post signage stating that no alcoholic beverages may be brought into the Event.

### 5. Conditions of Licensee's use of the Premises.

(a) Compliance with laws: Licensee agrees to comply with all ordinances, laws, rules and regulations pertaining to the use of the Premises and shall not use the Premises in an unlawful manner nor create or allow to exist any nuisances or trespass nor deface or damage the Premises.

(b) Safety: Licensee agrees to take all reasonable precautions for the safety of Event attendees and shall conduct the Event in such a way to protect attendees from exposure, infection, and/or spread of COVID-19 related to Licensee's use of the Premises.

(c) Licenses and permits: Licensee shall obtain and maintain all licenses and permits and pay all fees necessary or required to hold the Event. Licensor may require Licensee to provide proof of proper permitting or licensure prior to or during the Event.

(d) Lighting: Licensee shall be responsible for providing adequate security lighting for the Premises during the Event.

(e) Stage/performance area: In the event Licensee installs a stage or other performance area upon the Premises, Licensee shall abide by all applicable laws for said installation including any applicable building, fire, and electrical codes, and in no event shall any holes be drilled in any existing concrete, asphalt, brick, or other impervious surface. Any such

stage, tent or other temporary structure erected for the Event shall not be anchored in concrete or any other permanent material, or otherwise deface or damage any portion of the Premises.

(f) Access: Licensee shall, at all times, maintain handicap access throughout the Premises. Licensee shall maintain the Premises in such a way to meet the Americans with Disabilities Act (ADA) standards for accessibility.

(g) Restoration: Licensee agree to provide for and pay all costs and expenses associated with clean-up of, and damage to, Licensor's property, both within and outside of the Premises which relate to the Licensee's use of the Premises. The Premises shall be cleaned and restored entirely by Licensee within forty-eight (48) hours of the end of the Event, to the sole satisfaction of Licensor, except as provided otherwise herein.

(h) Electricity: No electricity, other than what is accessible at the Event site, will be provided by Licensor. Licensee must provide any additional electricity needed for the Event.

(i) Restrooms: Licensee shall provide all necessary Port-O-Lets as recommended by industry standards for the projected attendance to the Event and shall assist with placement of the Port-O-Lets in an area designated by the Licensor. Licensee shall cause Port-O-Lets to be removed from the Premises no later than Wednesday following the event. At least some of the units must meet ADA standards of accessibility.

(j) Vendors: Licensee shall require all food, drink, and other vendors to obtain all necessary city license and Health Department food permits. Licensees shall provide proof of all license and food permits to Licensor.

(k) Trash: Licensee shall provide all trash containers (barrels and dumpsters) necessary to accommodate the volume of trash generated by the Event. Licensee must pick up all ground trash and empty all barrels by midnight on each night of the Event. All large dumpsters must be emptied and removed within forty-eight (48) hours of the end of the Event.

(l) Clean Up: Licensee is responsible for all clean-up of the premises and any cost associated with clean up.

(m) Admission: Licensee shall provide adequate personnel to collect all admission fees and staff all entrance and exit gates. Licensee shall be solely responsible for collection of all fees.

(n) Property Outside the Premises: To the extent the Event is conducted on property outside the Premises on property owned by or leased to others, Licensee shall be solely responsible for obtaining the right to conduct the Event on said property and nothing herein shall be construed to provide Licensee any interest in such property.

(o) Assignment: Licensee may not assign its interest in this License Agreement without the express written consent of the Licensor.



6.     Parking.

All Event parking shall be restricted to the Jaycee Building parking lot and the Joe Davis Stadium parking lot.

7.     Indemnification; non-liability.

Licensee shall indemnify and hold harmless and do hereby agree to indemnify and hold harmless the City of Huntsville, its officials, officers, elected and appointed officials, employees, agents, contractors and volunteers performing an authorized city function, (hereinafter referred to as "indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid (including but not limited to reasonable attorneys' fees and expenses and court costs and fees). Licensee further agree to indemnify and hold harmless those named above for exposure, infection, and/or spread of COVID-19 related to Licensee'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 7 shall be construed as a waiver of any immunity of statutory protection of the City of Huntsville, Alabama, and no third party may expand any recovery against the City due to Licensee's duty of indemnification.

8.     Insurance.

Licensee shall obtain and maintain in effect throughout the term of this agreement, Commercial General Liability with the following minimum limits:

\$1,000,000 Per Occurrence Limit  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Products/Completed Operations  
\$2,000,000 General Aggregate Limit

Such insurance shall be written on an occurrence basis and shall specifically insure Licensee against all liability assumed by it hereunder as well as liability imposed by law. The City of Huntsville, its officers, employees, elected officials, agents, contractors, and specified volunteers shall be named as additional insureds through ISO Additional Endorsement CG 20 10 or equivalent that is sufficient to provide coverage for ongoing operations and CG 20 37 or equivalent to provide coverage for completed operations. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents, contractors, or specified volunteers except it shall be limited in the case of the indemnitee's or indemnitees' sole negligence. Coverage under the Licensee's policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. Any City of Huntsville coverage is noncontributory. Licensee shall provide a Certificate of Liability Insurance evidencing required insurance coverage and contractual verbiage prior to the commencement of any use of the facilities; however, failure of The City to procure the Certificate of Insurance does not waive any insurance provisions. The Certificate Holder section shall read as follows:

City of Huntsville, AL its officers, employees, elected officials, agents, contractors, and specified volunteers

Attn: City Attorney

P.O. Box 308

Huntsville, AL 35804

[bruce.pitts@huntsvilleal.gov](mailto:bruce.pitts@huntsvilleal.gov)

Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Huntsville prior to Licensee entering upon the Premises upon the terms of this agreement. It is not the intention of the parties to limit the insurance coverage to the minimum limits stated in the contract, but the entire limits of coverage carried if limits are higher than those noted on the Certificate of Insurance.

9. 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.

10. Miscellaneous.

(a) This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement, together with all exhibits, constitutes the entire agreement between the parties and shall be interpreted under and according to the Laws of the State of Alabama with venue in the courts of Madison County, Alabama. This Agreement shall be binding upon and inure to the benefit of Licensee, their successors and permitted assigns, and the City, its successors and assigns.

(b) Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City upon one or more occasions to insist upon or to seek compliance with any such terms or conditions, nor shall such failure on the part of the City be construed or held to be a waiver of the City's rights thereafter to strictly enforce any provision of this Agreement.

(c) The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the intent or scope of this Agreement.

(d) If, for any reason, any agreement(s), provision(s), or term(s) of this Agreement (whether material to the bargain of City and Licensee or not) should be declared illegal, null and void, unconstitutional or unenforceable, in whole or in part, by any court of competent jurisdiction, the offending portion of this Agreement shall be deemed severed herefrom as though the same was never a part hereof; provided, however, the remainder of this Agreement shall not be impaired and shall remain in full force and effect according to its remaining agreements, covenants, provisions and terms.

11. The parties represent and warrant that they have full authority to enter into this Agreement.

12. 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.

**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.

**LICENSOR:  
ATTEST**

\_\_\_\_\_  
Shaundrika Edwards  
City Clerk

**THE CITY OF HUNTSVILLE, ALABAMA**

By: \_\_\_\_\_  
Tommy Battle, Mayor

**BANKHEAD ATLANTA BOXING ACADEMY, INC.**

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

# Southern Soul and Music Festival

## Site Map



- |   |         |   |               |   |                 |
|---|---------|---|---------------|---|-----------------|
|  | Stage   |  | Porta-Potties |  | Tents           |
|  | Fencing |  | RV's          |  | VIP Hospitality |



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-104

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**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 Shop Black City Tour, LLC, for the Shop Black Fest.

**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:** NA

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

**Additional Comments:**

Butler Green Event Space, 2606 Clinton Avenue





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2757

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**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 Shop Black City Tour, LLC, for the Shop Black Fest.

**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:**

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

**Additional Comments:**

Butler Green Event Space, 2606 Clinton Avenue

**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 Facility Use Agreement, by and between the CITY OF HUNTSVILLE, an Alabama municipal corporation, and SHOP BLACK CITY TOUR, LLC, a Tennessee Limited Liability Company, which said agreement is substantially in words and figures as that certain document attached hereto and identified as "Facility Use Agreement between the City of Huntsville and Shop Black City Tour, LLC," consisting of six (6) pages (including Exhibit A) and the date of March 23, 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.

**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, Alabama



**FACILITY USE AGREEMENT**  
**BETWEEN THE CITY OF HUNTSVILLE AND**  
**SHOP BLACK CITY TOUR, LLC**

**FACILITY USE AGREEMENT BETWEEN**  
**THE CITY OF HUNTSVILLE AND**  
**SHOP BLACK CITY TOUR, LLC**

This License Agreement (the "Agreement") is entered into this 23d 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 Shop Black City Tour, LLC, a Tennessee Limited Liability Company, (hereinafter referred to as "SBCT" or "Licensee").

1. Use of Premises and Timing.

(a) Subject to the terms and conditions of this License Agreement, the City hereby grants SBCT a license to utilize that portion of the Butler Green Event Space, located at 2606 Clinton Avenue W., Huntsville, AL 35805, which is shown on the map attached hereto and incorporated herein by reference as **Exhibit A** and hereinafter referred to as the "Premises" to be used for a festival event called "Shop Black Fest" (the "Event") featuring vendor tents, food trucks, a stage, live performances, and recorded and live music.

(b) Licensee may access the Premises for Event set-up starting at 6 a.m. on Saturday, April 1, 2023, and continuing until the event begins at 12:00 p.m. The Event shall conclude no later than 7:00 p.m. on Saturday, April 1, 2023. Take-down of the Event and restoration of the Premises shall begin immediately after the event and conclude no later than 10:00 p.m. on Saturday, April 1, 2023.

2. Alcoholic Beverages. Licensee does not desire to and shall not furnish alcoholic beverages as a part of the Event, which includes, but is not limited to, the retail sale of alcoholic beverages for on-premises consumption. The Licensee does, however, desire to and will allow the area being used for the Event to be included as a "district area," as that term is defined in Section 3-29 of the Code of Ordinances of the City ("City Code"), within the Butler Green Arts and Entertainment District to the extent said district is open. Licensee shall only allow within the area of the Event alcoholic beverages that are in "approved containers," as that term is defined in Section 3-29 and shall otherwise comply with applicable provisions of Chapter 3, Article II of the City Code concerning unlawful acts and offenses related to alcoholic beverages.

3. Restroom Facilities. There are no public restrooms located at the Premises. If restroom facilities are needed for the Event, Licensee shall provide all necessary Port-O-Lets as recommended by industry standards for the projected attendance to the Event and shall assist with placement of the Port-O-Lets in an area designated by the Licensor. Licensee shall cause Port-O-Lets to be removed no later than Monday following the Event by 5:00 p.m. At least some of the units must meet ADA standards of accessibility.

\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, Alabama  
Date: March 23, 2023

4. Security.

(a) Licensee shall be responsible for the provision of security within the Premises during the period of the Agreement. Licensee may 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) In the alternative, at its sole costs and expense, Licensee may hire private security for the Event, as approved by the Huntsville Police Department.

(c) Licensee agrees that, at any time, the Huntsville Police Department may require that the event be canceled, the conduct of the event be modified, or prescribe such other measures that may 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.

5. Set up and Construction of Event Exhibits. Licensee shall not affix any materials to the Premises without the prior approval of the City's Director of Landscape Management. Licensee shall obtain the approval of the City's Director of General Services prior to the use of electrical power for any part of the Event. Electricity may be obtained only from sources authorized by the General Services Director.

6. Alteration of Premises. Licensee may not remove or alter any trees or make any other changes to the Premises without the prior approval of the Director of Landscape Management.

7. Vandalism or Weather Damage. Licensee shall promptly repair any damage to City property, or the Premises, caused by vandalism or weather events. The City shall not be responsible for any damage to property of Licensee, its sponsors, vendors, patrons or any other third parties.

8. Compliance with Laws. Licensee agrees to comply with all ordinances, laws, rules, and regulations pertaining to the use of the Premises and shall not use the Premises in an unlawful manner nor create or allow to exist any nuisances or trespass nor deface or damage the Premises. The Event shall further comply, at all times, with the Special Event Permit issued for it by the Huntsville Police Department. The Premises is located in the Butler Green Arts and Entertainment District, and the Event will occur during regular hours that the district is open.

9. Licensing and Permits. Licensee shall obtain and maintain all licenses and permits and pay all fees necessary or required, if applicable, to hold the event and to sell and serve food and alcohol on the Premises. Licensee shall provide proof of proper permitting or licensure prior to or during the event.

10. Access. Licensee shall, at all times, maintain handicap access throughout the Premises and maintain the Premises in such a way so as to meet the Americans with Disabilities Act (ADA) standards for accessibility.

11. Indemnification; non-liability. Licensee shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless the City of Huntsville, its officials, officers, elected officials, employees, agents, contractors and volunteers performing an authorized city function, (hereinafter referred to as “indemnitees”) from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid (including but not limited to reasonable attorneys’ fees and expenses and court costs and fees). Licensee further agrees to indemnify and hold harmless those named above for exposure, infection, and/or spread of COVID-19 related to Licensee’s utilization of the Premises. Licensee’s duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the sole negligence of the indemnitees. Licensee’s duties hereunder shall survive the termination or expiration of this Agreement.

Nothing contained in this section 11 shall be construed as a waiver of any immunity of statutory protection of the City of Huntsville, Alabama, and no third party may expand any recovery against the City due to Licensee’s duty of indemnification

12. Restoration. Licensee agrees to provide for and pay all costs and expenses associated with clean-up of, and damage to, the City’s property resulting from Licensee’s use of the Premises. The Premises shall be cleaned and restored entirely by Licensee no later than the end of the Agreement term, to the sole satisfaction of the City.

13. Insurance. Licensee shall obtain and maintain in effect throughout the term of this agreement, Commercial General Liability with the following minimum limits:

\$1,000,000 Per Occurrence Limit  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Products/Completed Operations  
\$2,000,000 General Aggregate Limit

Such insurance shall be written on an occurrence basis and shall specifically insure Licensee against all liability assumed by it hereunder as well as liability imposed by law. The City of Huntsville, its officers, employees, elected officials, agents, contractors, and specified volunteers shall be named as additional insureds through ISO Additional Endorsement CG 20 10 or equivalent that is sufficient to provide coverage for ongoing operations and CG 20 37 or equivalent to provide coverage for completed operations. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents, contractors, or specified volunteers except it shall be limited except in the case of the indemnitee’s or indemnitees’ sole negligence. Coverage under the Licensee policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. Any City of Huntsville coverage is noncontributory. Licensee shall provide a Certificate of Liability Insurance evidencing required insurance coverage and contractual verbiage prior to the commencement of any use of the facilities; however, failure of The City to procure the Certificate of Insurance does not waive any insurance provisions. The Certificate Holder section shall read as follows:

City of Huntsville, AL its officers, employees, elected officials, agents, contractors and specified volunteers

Attn: City Attorney

P.O. Box 308

Huntsville, AL 35804

[bruce.pitts@huntsvilleal.gov](mailto:bruce.pitts@huntsvilleal.gov)

Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Huntsville prior to Licensee entering upon the Premises upon the terms of this agreement. It is not the intention of the parties to limit the insurance coverage to the minimum limits stated in the contract, but the entire limits of coverage carried if limits are higher than those noted on the Certificate of Insurance.

14. Fee. Licensee shall pay to the City the sum of Five Hundred and No/100 Dollars (\$500.00) for the use of the Premises.

15. Non-compliance. In the event of any breach of any condition or term of this Agreement, the City may cancel the Event and terminate this Agreement at any time. Huntsville Police Department, Huntsville Fire and Rescue or any other official of the city of Huntsville acting within the line and scope of his/her authority may take any action they deem necessary in order to protect the public health or safety, to prevent damage or destruction to public or private property, or to enforce applicable laws.

16. Miscellaneous.

(a) This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement, together with all exhibits, constitutes the entire agreement between the parties and shall be interpreted under and according to the Laws of the State of Alabama with venue in the courts of Madison County, Alabama. This Agreement shall be binding upon and inure to the benefit of Licensee, its successors and permitted assigns, and the City, its successors and assigns.

(b) Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City upon one or more occasions to insist upon or to seek compliance with any such terms or conditions, nor shall such failure on the part of the City be construed or held to be a waiver of the City's rights thereafter to strictly enforce any provision of this Agreement.

(c) The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the intent or scope of this Agreement.

(d) If, for any reason, any agreement(s), provision(s), or term(s) of this Agreement (whether material to the bargain of City and Licensee or not) should be declared illegal, null and void, unconstitutional or unenforceable, in whole or in part, by any court of competent jurisdiction, the offending portion of this Agreement shall be deemed severed herefrom as though the same was never a part hereof; provided, however, the remainder of this Agreement shall not be impaired

and shall remain in full force and effect according to its remaining agreements, covenants, provisions and terms.

(e) The parties represent and warrant that they have full authority to enter into this Agreement.

17. Electronic Signatures. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

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

**ATTEST**

**LICENSOR:  
THE CITY OF HUNTSVILLE, ALABAMA**

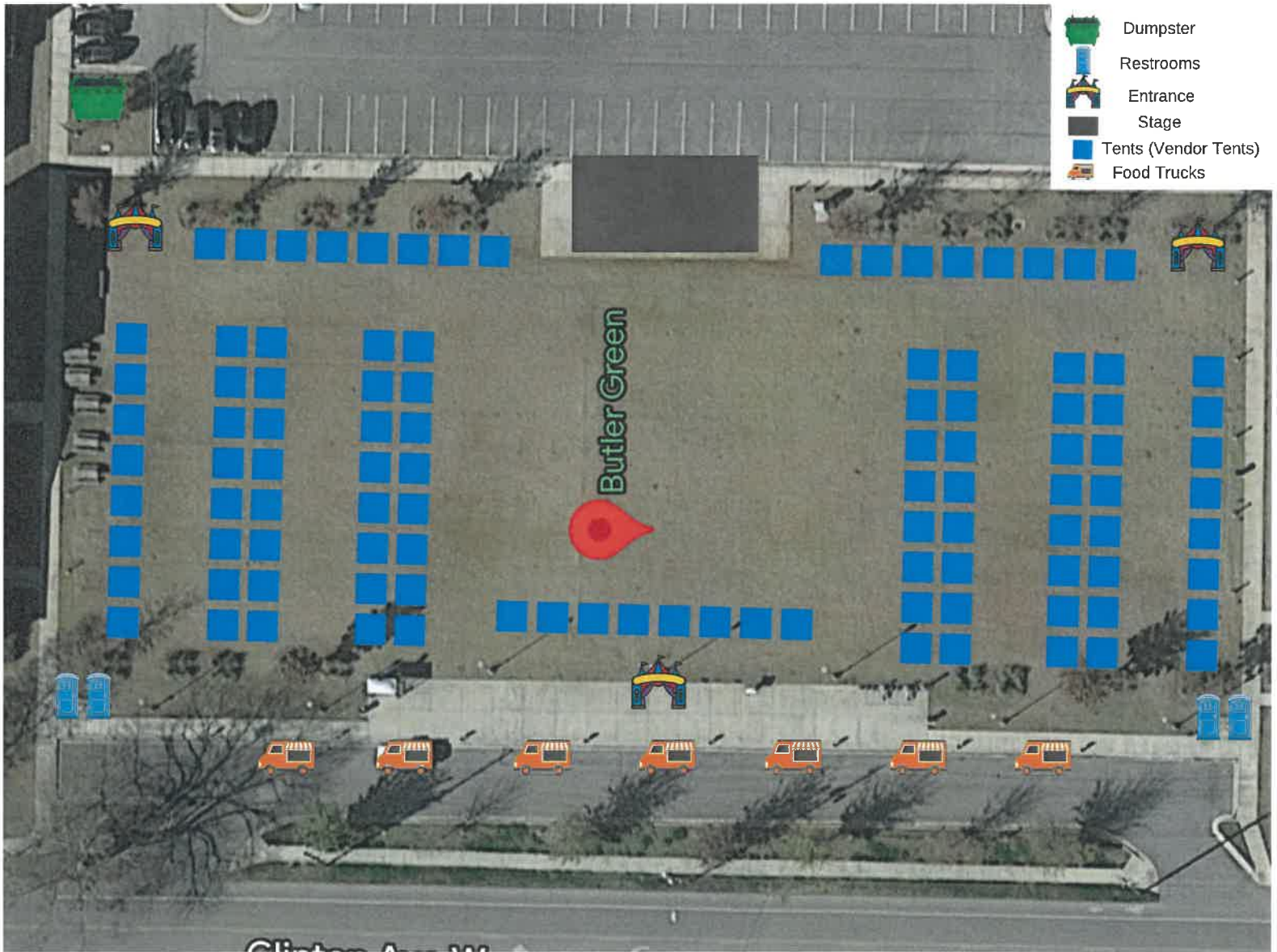
By: \_\_\_\_\_  
Shaundrika Edwards  
City Clerk

By: \_\_\_\_\_  
Tommy Battle, Mayor

**LICENSEE:  
SHOP BLACK CITY TOUR, LLC**

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

# Exhibit A





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-105

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**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Caroline Swope d/b/a Kingstree Studios for a Historical Resource Survey of Terry Heights Phase I.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 1000-74-0000-515520-000000000-

**City Cost Amount:** N/A

**Total Cost:** \$18,000

**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:**

Swope will perform a historic resources survey of the historically African American Terry Heights Phase 1 neighborhood in Huntsville.







# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2716

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**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Caroline Swope d/b/a Kingtree Studios for a Historical Resource Survey of Terry Heights Phase I.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 1000-74-0000-515520-00000000-

**City Cost Amount:** N/A

**Total Cost:** \$18,000

**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:**

Swope will perform a historic resources survey of the historically African American Terry Heights Phase 1 neighborhood in Huntsville.

**RESOLUTION NO. 23- \_\_\_\_\_**

**BE IT RESOLVED** by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement between Caroline Swope dba Kingtree Studios, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville and Caroline Swope d/b/a Kingtree Studios for a Historic Resource Survey of Terry Heights Phase I," consisting of nine (9) pages, and the date of March 23, 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 of the City of Huntsville, Alabama.

**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,  
Alabama

**AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE AND  
CAROLINE SWOPE d/b/a KINGSTREE  
STUDIOS FOR A HISTORIC  
RESOURCE SURVEY OF  
TERRY HEIGHTS PHASE I**

**STATE OF ALABAMA     )**  
**)**  
**COUNTY OF MADISON    )**

This Agreement is made by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as “City” or “Client”) and Caroline Swope d/b/a Kingstree Studios (hereinafter referred to as “Swope” or “Contractor”) for items and related services as described herein. This Agreement shall be effective on the date it is executed by the last party to execute it (“Effective Date”). The City and Swope hereby agree as follows:

**STATEMENT OF BACKGROUND AND INTENT**

A. The City issued Request for Proposals Number 27-2023-74 for a “Historic Resource Survey of Terry Heights Phase I”, dated January 10, 2023. This Request for Proposals, together with all attachments and amendments, is referred to as the “RFP”, and is available for inspection at the City’s Office of Procurement Services.

B. In response to the RFP, Swope submitted to the City a proposal dated January 31, 2023. This proposal, together with all attachments, is referred to herein as the “Proposal”, and a copy of the same is attached hereto as Exhibit “A” and is incorporated herein by reference.

C. The City and Swope have negotiated and now desire to enter into an arrangement for Swope to perform a historic resources survey of Terry Heights Phase I in Huntsville, in accordance with the terms and conditions set forth herein.

**WITNESSETH**

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

**1.0 Scope of Work.**

Swope will perform a historic resources survey of the historically African American Terry Heights Phase I neighborhood in Huntsville. All submitted field forms need to comply with AHC standards, and the survey report needs to identify areas for additional research. Implementation of the project includes contact with city and state preservation personnel, community meetings, field and archival research and intensive photography.

PRESIDENT OR PRESIDENT  
PRO TEM OF THE CITY COUNCIL  
OF HUNTSVILLE, ALABAMA

3.23.2023  
DATE

More particularly, the scope of work will be as set forth in City of Huntsville Request for Proposals #27-2023-74, dated January 10, 2023, and in the Proposal submitted by Swope, dated January 31, 2023. In the event there is a conflict between the two documents, the terms of the City's Request for Proposals shall control.

## **2.0 Contract Amount and Payment Schedule.**

The City will pay to Swope a total amount of Eighteen Thousand Dollars (\$18,000.00) for the products and services provided by Swope pursuant to this Agreement. The City shall pay the said amount in four installments based on milestones reached by Swope. The payment schedule shall be as follows:

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

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

## **3.0 General Terms and Conditions**

### **3.1 Notices.**

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

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

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

### **3.2 Project Staff.**

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

### **3.3 Time Period.**

Swope shall commence the work to be done pursuant to this Agreement on April 1, 2023 and shall complete said work no later than August 31, 2023.

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

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

### **4.0 SUBCONTRACT.**

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

### **5.0 Confidential Information.**

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

## **6.0 Termination**

### **6.1 Termination For Convenience**

This agreement may be terminated by the City without cause prior to the completion of the project upon ten (10) days written notice of the intent to terminate to Swope. Notice to terminate shall be given to Swope by written notification mailed or hand delivered to the contact address for Swope listed in Section 3.1 herein. In the event of such termination without cause, Swope shall be compensated for all services actually performed in a timely manner prior to receipt of the notice of termination provided, however, that such compensation shall be conditioned upon Swope providing in a timely manner to the City all documents developed and copies of the work product produced pursuant to the Contract which were performed in furtherance of the Scope or Work up to the receipt of the notice of termination. In such event, Swope shall promptly submit the City its invoice for final payment.

### **6.2 Termination For Cause**

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

## **7.0 Nonexclusiveness of Remedies.**

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

## **8.0 Injuries to Swope.**

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

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

## **9.0 Insurance and Indemnity.**

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

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

## **HOLD HARMLESS AGREEMENT:**

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

Swope, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the negligent performance of Swope's obligations under this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of Swope or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

### **2. Professional Liability:**

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



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

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

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

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

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

## **10. GENERAL PROVISIONS.**

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

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

### **10.2 Force Majeure.**

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



### **10.3 Headings.**

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

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

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

### **10.5 Waiver.**

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

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

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

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

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

### **10.8 Third Parties.**

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

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

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

#### **10.10 No Assignment**

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

#### **10.11 Survivability.**

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

#### **10.12 Entire Agreement.**

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

#### **10.13 Order of Precedence of Contract Documents**

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and Swope is deemed to have based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement; 2) Request for Proposals No. 27-2023-74; and 3) Swope’s Response to Request for Proposals No. 27-2023-24 dated January 31, 2023.

#### **10.14 Electronic Signatures**

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

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

**CITY OF HUNTSVILLE, ALABAMA**

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

Tommy Battle

Its: Mayor

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

Shaundrika Edwards

Its: City Clerk

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

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

Its: \_\_\_\_\_ Principal 3/10/23 \_\_\_\_\_



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-106

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**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Caroline Swope d/b/a Kingstree Studios for a national register of historic places nomination of the Whitesburg Estates.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 1000-74-0000-515520-000000000-

**City Cost Amount:** N/A

**Total Cost:** \$10,380.00

**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:** Swope will perform a National Register of historic Places of Mid-20's century Whitesburg Estates in South Huntsville.





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2729

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**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Caroline Swope d/b/a Kingtree Studios for a national register of historic places nomination of the Whitesburg Estates.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 1000-74-0000-515520-00000000-

**City Cost Amount:** N/A

**Total Cost:** \$10,380.00

**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:** Swope will perform a National Register of historic Places of Mid-20's century Whitesburg Estates in South Huntsville.

**RESOLUTION NO. 23-**

**BE IT RESOLVED** by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement between Caroline Swope dba Kingtree Studios, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville and Caroline Swope d/b/a Kingtree Studios for a National Register of Historic Places Nomination of the Whitesburg Estates," consisting of nine (9) pages, and the date of March 23, 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 of the City of Huntsville, Alabama.

**ADOPTED** this the 23rd day of March, 2023.

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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,  
Alabama

STATE OF ALABAMA )  
 )  
COUNTY OF MADISON )



Implementation of the project includes contact with city and state preservation personnel, community meetings, field and archival research and intensive photography.

More particularly, the scope of work will be as set forth in City of Huntsville Request for Proposals #28-2023-74, dated January 10, 2023, and in the Proposal submitted by Swope, dated January 31, 2023. In the event there is a conflict between the two documents, the terms of the City's Request for Proposals shall control.

## **2.0 Contract Amount and Payment Schedule.**

The City will pay to Swope a total amount of Ten Thousand, Three Hundred and Eighty Dollars (\$10,380.00) for the products and services provided by Swope pursuant to this Agreement. The City shall pay the said amount in four installments based on milestones reached by Swope. The payment schedule shall be as follows:

<b><u>Milestone</u></b>	<b><u>Amount</u></b>
<b><u>Contractor shall collect existing information on properties, conduct preliminary site assessment and schedule consultation with Huntsville Historic Preservation Commission (HHPC), City staff and Alabama Historical Commission (AHC) staff. Contractor shall assess if any updates are necessary to the 2021 survey. A preliminary nomination should be presented to City and AHC staff for review and approval.</u></b>	<b><u>40%</u></b>
<b><u>Complete district nomination form and professional photographs to be submitted to the City, HHPC and AHC for review and final commentary.</u></b>	<b><u>30%</u></b>
<b><u>Contractor shall hold a summative public meeting to present the final nomination. Final consultation with the City and AHC on final draft nomination. Final nomination shall also be submitted to the National Register of Historic Places Reviewer for the National Park Service, for review.</u></b>	<b><u>30%</u></b>

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

## **3.0 General Terms and Conditions**

### **3.1 Notices.**

All notices (a) shall be in writing, (b) shall be deemed served on the date on which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission ("E-mail") or

telephonic facsimile transmission (“Fax”) in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

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

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

### **3.2 Project Staff.**

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

### **3.3 Time Period.**

Swope shall commence the work to be done pursuant to this Agreement on April 1, 2023 and shall complete said work no later than August 31, 2023.

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

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

## **4.0 SUBCONTRACT.**

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

## **5.0 Confidential Information.**

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

## **6.0 Termination**

### **6.1 Termination For Convenience**

This agreement may be terminated by the City without cause prior to the completion of the project upon ten (10) days written notice of the intent to terminate to Swope. Notice to terminate shall be given to Swope by written notification mailed or hand delivered to the contact address for Swope listed in Section 3.1 herein. In the event of such termination without cause, Swope shall be compensated for all services actually performed in a timely manner prior to receipt of the notice of termination provided, however, that such compensation shall be conditioned upon Swope providing in a timely manner to the City all documents developed and copies of the work product produced pursuant to the Contract which were performed in furtherance of the Scope or Work up to the receipt of the notice of termination. In such event, Swope shall promptly submit the City its invoice for final payment.

### **6.2 Termination For Cause**

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

## **7.0 Nonexclusiveness of Remedies.**

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

## **8.0 Injuries to Swope.**

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

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

## **9.0 Insurance and Indemnity.**

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

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

## **HOLD HARMLESS AGREEMENT:**

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

Swope, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the negligent performance of Swope's obligations under this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of Swope or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

### **2. Professional Liability:**

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

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

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

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

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

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

## **10. GENERAL PROVISIONS.**

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

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

### **10.2 Force Majeure.**

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

### **10.3 Headings.**

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

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

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

### **10.5 Waiver.**

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

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

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

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

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

### **10.8 Third Parties.**

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

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

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



#### **10.10 No Assignment**

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

#### **10.11 Survivability.**

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

#### **10.12 Entire Agreement.**

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

#### **10.13 Order of Precedence of Contract Documents**

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and Swope is deemed to have based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) this Agreement; 2) Request for Proposals No. 28-2023-74; and 3) Swope’s Response to Request for Proposals No. 28-2023-74 dated January 31, 2023.

#### **10.14 Electronic Signatures**

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

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

**CITY OF HUNTSVILLE, ALABAMA**

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

Tommy Battle

Its: Mayor

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

Shaundrika Edwards

Its: City Clerk

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

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

Its: \_\_\_\_\_ Principal 3/10/23 \_\_\_\_\_





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-107

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke First Bank Letter of Credit No. 2410074827 for Villas in Greenlawn Phase 1 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:** Villas in Greenlawn Phase 1

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

**Additional Comments:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2732

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke First Bank Letter of Credit No. 2410074827 for Villas in Greenlawn Phase 1 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:** Villas in Greenlawn Phase 1

**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. 2410074827) 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 City Clerk be and is hereby authorized to present for payment to First Bank Letter of Credit No. 2410074827, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

**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, Alabama



IRREVOCABLE LETTER OF CREDIT NO. 2410074827

Beneficiary:	Account Party:	Bank:
City of Huntsville	Atnip Design and Supply Center INC	FirstBank
PO Box 308	200 Industrial Drive	720 Gallatin St, Suite 150
Huntsville, AL 35804	Huntsville, AL 35811	Huntsville, AL 35801

Subject: Article 5 Sidewalk Letter of Credit for The Villas in Greenlawn Phase One

Amount: \$39,850.00  
Issue Date: March 17, 2022  
Expiration Date: March 17, 2023

Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective March 17, 2022, for a sum not to exceed the aggregate of \$39,850.00. Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this credit prior to the expiration thereof will be duly honored if drawn and presented for payment to FirstBank at 720 Gallatin St, Suite 150, Huntsville AL 35801.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.


**The original of this Letter of Credit must be presented with any drawing.**

We hereby engage with you that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents are specified.

This Letter of Credit shall be governed by the laws of the State of Alabama including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

FirstBank

BY:   
Bill Smyser-Sr. Relationship Manager

MM 3/27/22  3-30-22  
W 3-21-22

AB 3/30/22



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-108

---

**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke Bank of Frankewing Letter of Credit No. 15321700 for Monte Sano Cove 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:** Monte Sano Cove Subdivision

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

**Additional Comments:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2734

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke Bank of Frankewing Letter of Credit No. 15321700 for Monte Sano Cove 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:** Monte Sano Cove Subdivision

**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. 15321700) a copy of which is attached hereto and incorporated herein by reference, including any amendments thereto, in favor of the City of Huntsville, Alabama pursuant to Article 5 of the Subdivision Regulations for the City of Huntsville, Alabama; and

**WHEREAS**, the letter of credit is due to be invoked and the proceeds used in accordance with said subdivision regulations.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the City of Huntsville City Clerk be and is hereby authorized to present for payment to Bank of Frankewing Letter of Credit No. 15321700, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

**ADOPTED** this the 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, Alabama



**BANK OF FRANKEWING**  
FRANKEWING, TENNESSEE 38459

DAVID W. BARNES  
PRESIDENT

**IRREVOCABLE LETTER OF CREDIT NO. 15321700**

Beneficiary:

City of Huntsville  
P.O. Box 308  
Huntsville, AL 35804

Account Party:

Pegrum Creek, LLC  
310 The Bridge Steet, 4<sup>th</sup> Floor STE 310  
Huntsville, AL 35806

Bank:

Bank of Frankewing  
14226/14234 Hwy 231/431  
Hazel Green, AL 35750

Subject: Article 5 Sidewalk, Letter of Credit for  
Monte Sano Cove  
Amount: \$63,000.00  
Issue Date: March 19, 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 \$63,000.00. Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to Bank of Frankewing, 14226/14234 Hwy 231/431, Hazel Green, AL 35750.

Each draft must be accompanied by a statement signed by a representative of the City of Huntsville, Alabama, stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

**The original of this Letter of Credit must be presented with any drawing.**

We hereby engage with you that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents as specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

David W. Barnes  
President

1/B 3/30/22

CONTINUOUS SERVICE SINCE 1921

M 3-30-22  
M 3-21-22



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-109

---

**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke Southern States Bank Letter of Credit No. 500073670 for Crown Creek Village Phase 1 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:** Crown Creek Village Phase 1

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

**Additional Comments:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2736

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke Southern States Bank Letter of Credit No. 500073670 for Crown Creek Village Phase 1 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:** Crown Creek Village Phase 1

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

**Additional Comments:**

**RESOLUTION NO. 23-\_\_\_\_\_**

**WHEREAS**, Southern States Bank issued a certain letter of credit (No. 500073670) 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 City Clerk be and is hereby authorized to present for payment to Southern States Bank Letter of Credit No. 500073670, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

**ADOPTED** this the 23rd day of March, 2023.

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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, Alabama



*"The Common Sense Bank"*

IRREVOCABLE LETTER OF CREDIT # 500073670

Beneficiary:	Account Party:	Bank:
City of Huntsville P O Box 308 Huntsville, Alabama 35804	Tennessee Valley Communities LLC 8624 South Memorial Parkway Huntsville, Alabama 35802	Southern States Bank 415 -H Church St NW Suite 100 Huntsville, Alabama 35801

Subject: Article 5 Sidewalk/Letter of Credit for  
Crown Creek Village – Phase 1

Amount: \$ 54,212.50  
Issue Date: 4/13/2021  
Expiration Date: 4/13/2023

Gentlemen:

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective 4/15/2021, for a sum not to exceed the aggregate of \$ 54,212.50. 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 duly be honored if drawn and presented for payment to Southern States Bank.


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 you with 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.

Southern States Bank

By:   
Richard T. Perdue, Senior Vice President

Date: 4-13-2021

MW 5-21-21

D85/7/2021

415-H Church Street N.W., Suite 100 ♦ Huntsville, AL 35801 ♦ Office: 256-382-1490

[www.southernstatesbank.net](http://www.southernstatesbank.net)

7/3 5/7/21



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-110

---

**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke Synovus Bank Letter of Credit No. 1625729040 for Monteagle Cove Phase 2 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:** Monteagle Cove Phase 2

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

**Additional Comments:**







# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2735

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke Synovus Bank Letter of Credit No. 1625729040 for Monteagle Cove Phase 2 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:** Monteagle Cove Phase 2

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

**Additional Comments:**

**RESOLUTION NO. 23-\_\_\_\_\_**

**WHEREAS**, Synovus Bank issued a certain letter of credit (No. 1625729040) 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 City Clerk be and is hereby authorized to present for payment to Synovus Bank Letter of Credit No. 1625729040, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

**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, Alabama



SYNOVUS

1750 Founders Pkwy., Ste 150  
Alpharetta, GA 30004

IRREVOCABLE LETTER OF CREDIT NO. 16525729040

Beneficiary:

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

Account Party:

Davidson Homes, LLC  
336 James Record Rd., SW  
Huntsville, AL 35824

Bank:

Synovus Bank  
301 Washington St.  
Huntsville, AL 35801

Subject:

Article 5 Sidewalk, Letter of Credit for  
Monteagle Cove Phase 2

Amount:

\$89,800.00

Issue Date:

March 31, 2022

Expiration Date:

March 31, 2023

Gentlemen,

We hereby open our Irrevocable Standby Letter of Credit in your favor, effective March 31, 2022, for a sum not to exceed the aggregate of eighty-nine thousand eight hundred and 00/100 dollars. Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to Synovus Bank, 301 Washington Street, 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.

Anthony Clark, Authorized Signer

MN 4-5-22

MM 4/4/22 CM 4-5-22

JB 4/5/22



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-111

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing City Attorney to settle the claim of Project Resources Group (Claim No. FY22-153).

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 1000-19-00000-515190-00000000

**City Cost Amount:** \$ 15,251.50

**Total Cost:** \$15,251.50

**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-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the City Attorney is hereby authorized, directed, and requested to settle the claim of Project Resources Group (PRG) for the total sum of \$15,251.50 (Claim FY22-153).

**ADOPTED** this the 23<sup>rd</sup> day of March, 2023.

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

**APPROVED** this the 23<sup>rd</sup> day of March, 2023.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-112

---

**Department:** Landscape Management

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a License Agreement between the City of Huntsville and North Alabama Zoological Society for the operation of a Nature Camp at Hays Nature Preserve.

**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







# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2661

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**Department:** Landscape Management

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a License Agreement between the City of Huntsville and North Alabama Zoological Society for the operation of a Nature Camp at Hays Nature Preserve.

**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

**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 license agreement by and between the City of Huntsville and North Alabama Zoological Society, Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said License Agreement is substantially in words and figures as that certain document attached hereto as identified as “License Agreement by and between the City of Huntsville and North Alabama Zoological Society, Inc.,” consisting of three (3) pages, and the date of March 23, 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 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,  
Alabama

**LICENSE AGREEMENT FOR THE  
OPERATION OF A NATURE CAMP  
AT THE HAYS NATURE PRESERVE**

This License Agreement (the “Agreement”) is entered into this 23<sup>rd</sup> 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”), and North Alabama Zoological Society, Inc., an Alabama nonprofit corporation (hereinafter referred to as “NAZS”).

**WITNESSETH:**

**WHEREAS**, the mission of NAZS is to connect the communities and visitors of North Alabama with the world’s wild places and wildlife and also to be a standard of conservation, research, action, and education; and

**WHEREAS**, the City’s Hays Nature Preserve is a natural space maintained by the City that hosts educational and conservation programs; and

**WHEREAS**, NAZS desires to operate “Be a Little Wild” nature camps to educate young people on nature and conservation.

**NOW THEREFORE**, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties do hereby agree to the following:

1. The City grants NAZS a license to host a “Be a Little Wild” nature camps at the Hays Nature Preserve for two sessions: June 12, 2023—June 16, 2023 and June 19, 2023—June 23, 2023. Each session shall have up to thirty campers with at least two NAZS employees as team leads. Camps will be scheduled for Tuesday through Friday from either 8:00 a.m. to 3:00 p.m. or from 9:00 a.m. to 4:00 p.m.

2. NAZS will manage registration, collection of fees, forms, staffing, and supplies. NAZS will have parents electronically sign a statement to indemnify and hold harmless the City of Huntsville City, its employees, officers and elected officials and Hays’ Nature Preserve from any claims arising out of their child’s participation in the camp.

3. NAZS 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). NAZS’s duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the sole negligence of the indemnitees. NAZS’s duties hereunder shall survive the termination or expiration of this Agreement.

\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, Alabama  
Date: 3/23/2023

4. NAZS 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 NAZS 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 NAZS's policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. Any City of Huntsville coverage is noncontributory. NAZS 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

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 NAZS 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.

5. NAZS agrees to comply with all ordinances, laws, rules and regulations pertaining to the operation of the nature camps at Hays Nature Preserve and shall not use the Hays Nature Preserve in an unlawful manner nor create or allow to exist any nuisances or trespass nor deface or damage Hays Nature Preserve.

6. NAZS shall obtain and maintain all licenses and permits and pay all fees necessary or required to operate the nature camps. The City may require NAZS to provide proof of proper permitting or licensure prior to or during the operation of the nature camps.

7. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

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

**ATTEST**

**LICENSOR:  
THE CITY OF HUNTSVILLE, ALABAMA**

\_\_\_\_\_  
Shaundrika Edwards  
City Clerk

By: \_\_\_\_\_  
Tommy Battle, Mayor

**LICENSEE:  
NORTH ALABAMA ZOOLOGICAL  
SOCIETY, INC.**

By: Christi Woddy  
Its: Programs Director



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-113

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**Department:** Public Transit

**Subject:**

**Type of Action:** Approval/Action

Resolution requesting the Mayor make application to the United States Department of Transportation, Federal Transit Administration, Grant Application No. WS00800737 for said financial assistance from Section 5339(b).

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 2001-54-45000-440018-00000000

**City Cost Amount:** \$1,363,959

**Total Cost:** \$6,819,797

**Special Circumstances:**

**Grant Funded:** \$5,455,838

**Grant Title - CFDA or granting Agency:** FTA 5339b

**Resolution #:** 23-

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**







# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2715

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**Department:** Public Transit

**Subject:**

**Type of Action:** Approval/Action

Resolution requesting the Mayor make application to the United States Department of Transportation, Federal Transit Administration, Grant Application No. WS00800737 for said financial assistance from Section 5339(b).

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 2001-54-45000-440018-00000000

**City Cost Amount:** \$1,363,959

**Total Cost:** \$6,819,797

**Special Circumstances:**

**Grant Funded:** \$5,455,838

**Grant Title - CFDA or granting Agency:** FTA 5339b

**Resolution #:** 23-

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**

**RESOLUTION NO. 23-**

**WHEREAS**, the United States, through the United States Department of Transportation, Federal Transit Administration, under 49 U.S.C., Chapter 32, Title 23, United States Code and other Federal statutes administered by the Federal Transit Administration offers Section 5339(b) Bus and Bus Facilities financial aid for capital projects; and

**WHEREAS**, the City of Huntsville, hereinafter referred to as the Applicant, would benefit from making application for such assistance.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Huntsville, Alabama, that the Mayor, or his designee, in his official capacity, be, and he is hereby authorized and requested to make application to the United States Department of Transportation, Federal Transit Administration, Grant Application No. WS00800737 for said financial assistance from Section 5339(b) in an amount not to exceed Five Million Four Hundred Fifty-Five Thousand Eight Hundred Thirty Eight Dollars (\$5,455,838), of Federal Transit Authorization, with Local Match in an amount of One Million, Three Hundred Sixty Three Thousand, Nine Hundred Fifty Nine Dollars (\$1,363,959), to be used for allowable capital project expenditures for Phase 2 of the Downtown Transit Multimodal Facility Re-Design and Renovation of Operations Facility.

**ADOPTED** this the 23rd Day of March, 2023.

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

**APPROVED** this the 23rd Day of March, 2023.

\_\_\_\_\_  
Mayor of the City of Huntsville, Alabama

# FY 2023 Low or No Emission Grant Program and the Grants for Buses and Bus Facilities Competitive Program

## Applicant and Proposal Profile

Is this a resubmission due to an invalid/error message from FTA? ☐ Yes ☒ No

**Is this application for:** ☐ Low-No (FTA-2023-002-TPM-LWNO)  
**(If applying to both programs, please check both boxes)** ☒ Buses and Bus Facilities (FTA-2023-003-TPM-BUS)

Note: If applying to both programs, applicants should enter information for both programs on this form but **Must** submit the application package including the Supplemental Form and attachments, to **Each** respective Opportunity ID on Grants.gov for each program. That is, complete one form, but submit it to both programs in Grants.gov.

### Section I. Applicant Information (NOFO Section C.1)

Organization Legal Name: City of Huntsville

FTA Recipient ID Number: 1075

Organization Chief Executive Officer: Mayor Tommy Battle, 256-427-5000  
 (name and direct phone number)

Applicant Eligibility: ☐ Direct or Designated Recipient  
☐ State  
☒ Local Governmental Authority  
☐ Federally-Recognized Indian Tribe

Project Location (as of 2010 Census): ☒ Large Urbanized Area (200,000+ people)  
☐ Small Urbanized Area (50,000-199,999 people)  
☐ Rural (less than 50,000 people)

#### Description of Service Provided and Areas Served:

The City of Huntsville is located in primary UZA 132. As of April 2020 the City had an estimated population of 215,006 in total area of 218.2 square miles. Huntsville Transit operates 14 buses on 11 fixed bus routes in the City of Huntsville (COH) with service area of 66 square miles, serving a population of 97,224. The City also operates 20 peak paratransit vehicles throughout the entire city limits, as capacity allows. The overall service ridership exceeds 2,800 passengers per day. Service operates weekdays from 5:00 a.m. to 9:00 p.m. and Saturday's from 7:00 a.m. to 7:00 p.m. three routes; and numbers are growing each month since the implementation of the Transit Expansion Plan completed January 2019.

Huntsville Transit serves many social service agencies throughout Huntsville, including the Huntsville-Madison County Senior Center, the Social Security Office, the Madison County Health Department, and the Department of Human Services. The service provides good coverage to high density housing areas, serves the area of highest concentration of elderly residents in the vicinity of Westbury Square, south of Airport Road in South Huntsville, and Parkway Place Mall. It covers the areas in North Huntsville with the highest concentration of minority residents, and the area immediately to the west and south of downtown Huntsville that, also, has a high concentration of minority residents. The highest concentration of residents earning incomes below the poverty line are in areas immediately surrounding

Applicant and Proposal Form - FY 2023 Low or No Emission Grant Program and the Grants for Buses and Bus Facilities Competitive Program

downtown Huntsville and every one of the areas with more than 50 percent of persons living under the poverty line are served by Huntsville Transit services. The fixed route transit service covers South Huntsville and the Research Park area, allowing residents to access retail shops, businesses, and medical facilities throughout Huntsville.

## Congressional Districts (Project Location)

Congressional District

AL-005

## Section II. Project Information (NOFO Section C.3 and D.2.6)

### About the Project

Project Title: Huntsville Transit Operations and Maintenance Servicing Facilities Reconfiguration  
(descriptive title of this project)

#### Project Executive Summary:

The Facilities Re-Design / Construction project is needed to provide for fleet expansion and the transition to zero emissions operations and maintenance. This project involves re-design, demolition, construction, and rehabilitation of bus maintenance servicing facilities located at the 500 Church Street NW, Huntsville, Alabama 35801. This site includes Operations, Admin, Maintenance inspection and vehicle servicing facilities. The project is required to maintain a daily vehicle service line that includes oils, fluids, and fueling, as well as fare collection, bus washing and cleaning activities. The project also includes an expanded maintenance inspection bay for transition to larger 40-foot hybrid electric and zero emissions vehicles. A "Zero Emissions Transition Plan" (See attached) has been completed that includes battery-electric charging stations along the NW side of the property for the first transitional phase to battery electric DR vehicles.

Propulsion Type (note: for facility projects, please select the predominant propulsion type used at the facility):

- ☐ Battery electric\*
- ☐ CNG
- ☒ Diesel
- ☐ Diesel-electric hybrid
- ☐ Gasoline
- ☐ Hydrogen fuel cell\*
- ☐ Other

If Other, specify:

\*Battery electric vehicles, hydrogen fuel cell vehicles, or facility projects for those types of vehicles are considered zero-emission projects; the applicant must address whether it is using 5% of funding for workforce development training in the Project Budget section and include a Zero-Emission Transition Plan.

Project Type: ☐ Bus ReplacementNumber of buses to be replaced: ☐ Bus RehabilitationNumber of buses to be rehabilitated: ☐ Bus Facility Replacement☒ Bus Facility Rehabilitation☐ Bus Facility Expansion☐ Battery Electric ChargersNumber of chargers requested: ☐ Bus Equipment☐ OtherIf Other, specify: 

## Section III. Evaluation Criteria (NOFO Section E)

\*\*\* Address each of the evaluation criteria as described in the Notice of Funding Opportunity.\*\*\*

### Demonstration of Need

When the current Operations, Administration, and Vehicle Service Maintenance facility was constructed in 2003, it was designed as a 10-bay fixed route bus transfer station, with a small maintenance inspection bay and bus wash to accommodate 30' medium duty buses. At that time, there were no provisions made for an end-of-day fleet servicing line, fuel station, or washing of revenue vehicles more than 30' in length. The existing maintenance inspection bay (2700 sq. ft.) is too small (length, width, and height) to accommodate Huntsville Transit's future fleet of 40 foot + hybrid electric and zero emissions vehicles. In addition to being 20 years old with obsolete components and parts, the existing bus wash building (2017 sq. ft.) is also too small to accommodate the larger buses. The original 2003 facility also did not include a dedicated building for the servicing and switching out of fareboxes at the end of the day. Instead, an office within the administration building, that was closest to the back door, was used. Today, Bus Operators continue to park their bus outside of the facility's (north) back door where supervisors traverse in and out of the building; and in and out of the interior money / count office with full and empty boxes. While one bus is being serviced, other Bus Operators wait in line with their bus.

For end of day fueling, Bus Operators, at the last shift end, drive buses to one of four (4) commercial fuel stations with plastic fuel cards. This procedure requires approximately 40 minutes per vehicle each day to travel to and from the station; as well as the time for fueling. A fueling area of above ground, skid-mounted tanks and dispensers at the 500 Church Street site is needed to eliminate approximately 9 hours of daily wages, 9 hours of vehicle time, and 200 daily miles of wear in tear on the fleet.

In January 2023, Huntsville Transit completed an update to its Transit Improvement Plan called "Go Huntsville Transit." This 5-Phase plan calls for \$2,947,118 in additional operating expense to double the number of buses and fixed route bus service in Huntsville. The plan also calls for larger 40' buses on the heavier ridership routes. A re-design and construction of the 500 Church Street facility is needed to create a new vehicle service maintenance line that will accommodate the larger fleet in an efficient manner each day. The new fleet servicing line needs to have four efficiently located stations traversed consecutively in a counterclockwise direction to include 1) fueling and fluids, 2) bus wash, 3) cleaning, and 4) farebox service.

Public Transit Agency Safety Plan data shows that 25% of all transit accidents in 2022 were either backing or involved buses and/or employee vehicles within the transit facility parking lots. A re-design and construction of parking lots, barriers, and interior traffic lanes is needed at the 500 Church Street location to separate employee parking from bus parking; and the vehicle servicing line.

## Demonstration of Benefits

Note: If applying to both programs, be sure to select "yes" and provide a response to both questions below.

Is this application for the Low-No program? ☐ Yes ☒ No

Please describe how the proposed project will support the statutory requirements of the Low-No Program (See 49 U.S.C. 5339(c)(5)(A)):

Is this application for the Buses and Bus Facilities program? ☒ Yes ☐ No

Please describe the benefits of the proposed project:

A new, much larger minor repair bay, maintenance and inspection building will accommodate the future fleet of 40-foot hybrid electric and zero emissions buses. The current maintenance inspection bay will not.

On site fueling will make nighttime vehicle servicing operations more efficient. Nine (9) + daily hours of wages, plus 9+ daily hours of fleet time, and 200 + daily fleet miles can be saved by not having to drive buses to and from remote fueling sites.

The transit agency can significantly reduce risks of accidents by separating employee parking from bus parking. Additionally, an overall safer and more efficient operation can be achieved by creating a one-way servicing lane for transit revenue vehicles only, separate from employee and customer traffic flow within the 500 Church Street campus. In 2022, 25%+ of all transit accidents involved employee cars within the transit facilities, transit vehicles within the transit campus, or backing accidents overall. A re-design, re-construct, paving and striping will eliminate the need for backing revenue vehicle on the property.

A new and modern bus wash facility will allow for the daily cleaning of the future fleet of 40-foot buses, as well as, the paratransit fleet and transit service support vehicles. The current bus wash will not.

## Planning and Local/Regional Prioritization

In January 2023, a 5-Phase Huntsville Transit Improvement Plan was completed called "Go Huntsville Transit." This 5-Phase plan calls for \$2,947,118 in additional operating expense to double the number of buses and fixed route bus service in Huntsville. The plan also calls for larger 40' buses on the heavier ridership routes. A re-design and construction of the 500 Church Street facility is needed to achieve the plan recommendations.

In October 2023, the City of Huntsville approved a contract with the firm of SBLB LLC. to prepare a "Zero Emissions Transition Plan." The scope of work for this plan included a comprehensive review of facilities, operations, maintenance activities and plans to ensure that new facility designs were compatible with a transition to Zero Emissions vehicles and infrastructure; as well as allowed for the service expansion recommended in the "Go Huntsville Transit Plan."

This project is the 2nd Phase of the original project titled "Multimodal Transfer Station Construction and Operating Facility Re-Design and Renovation" and was included in the 2020-2023 TIP in June 2020.

## Local Financial Commitment

Matching Funds Amount:

Provide information on the source, availability, and supporting documentation:  
Resolution

## Project Budget

Description	QTY	Federal Amount Requested	Local Match Amount	Other Federal Funds	Other	Total Cost	
Project Budget	1	5,195,838	1,298,959	0	0	6,494,797	<input checked="" type="checkbox"/>
Workforce Development	1	260,000	65,000	0	0	325,000	<input checked="" type="checkbox"/>
Total:		5,455,838	1,363,959	0	0	6,819,797	

Does the project budget include funding for workforce development activities or training at the National Transit Institute (NTI)? **Note: if selecting "yes", please ensure a unique line item is listed in the project budget above for this activity.**

☐ Yes ☒ No

For any zero emission related project (vehicle, facility, or equipment), is 5% of the project budget for workforce development training as outlined in the applicant's Zero-Emission Transition Plan? **Note: if including any request for workforce development activities, please ensure a unique line item is listed in the project budget above.**

☒ Yes ☐ No

If no, an explanation must be provided for the project to be eligible.

## Project Scalability

Is project scope scalable? ☐ Yes ☒ No

If Yes, specify minimum Federal Funds necessary:

Provide explanation of scalability with specific references to the budget line items above:

## Project Implementation Strategy

Can this project be obligated in a grant within 12 months? ☒ Yes ☐ No

Please describe the project implementation strategy:

Phase I of this project is currently under construction. Phase II (this project titled "Huntsville Transit Operations and Maintenance Servicing Facilities Reconfiguration") is vital to the overall project success as the timeline is designed to ensure that engineering and design of Phase II is completed about the same time as completion of Phase I, the new Bus Transfer Station. The implementation strategy is to begin the removal of the old transfer station and reconstruction of facilities within 6 months after the opening of operations at the new transfer station. Since the new transfer station will be completed mid-April 2024, all preliminary and final E&D will be completed by April, with construction scheduled to begin in October 2024.

During construction, the workaround plan will include temporary relocation of employee parking with remote fueling of fixed route and paratransit vehicles. The maintenance inspection bay will be left as the last construction activity to ensure uninterrupted maintenance services. The new bus wash facility will be completed prior to the closing of the old. Once the maintenance inspection bay is under construction, light repair activities will be temporarily assigned to the City's heavy equipment maintenance shop. All contracts and procurements associated with this project will be subject to competitive processes and shall comply with all FTA procurement regulations. Contracts and regulations will be controlled and monitored by both the Transit department's Accountant III and Fiscal Officer, as well as the City of Huntsville Procurement Department. The City's General Services facilities and construction professionals will oversee and manage all design and construction contracts.

## Project Timeline (Please be as specific as possible)

Timeline Item Description	Timeline Item Date
STIP/TIP	06/17/2020
TrAMS Grant Application	04/10/2023
TrAMS Grant Award	10/01/2023
Preliminary E & D	02/01/2024
Final E & D	04/01/2024
Release Construction RFQ	06/01/2024
Award Construction Contract	09/01/2024
Construction to Begin	10/01/2024
Construction End	07/01/2025



## Partnership Provision

Note: the partnership provision is only applicable to low or no emission projects that are applying to the Low-No Program or both the Low-No and Bus Program. Projects applying only to the Bus program are not eligible to use the partnership provision. See NOFO Section C(1).

Is this application a partnership between an eligible applicant and one or more partners?

☐ Yes ☒ No

If yes, please list project partners

Project Partners

N/A

Provide a description of the partner(s) qualifications:

## Technical, Legal, and Financial Capacity

The City of Huntsville, Alabama, a municipality corporation, has the City Council as the legislative branch of the City government that adopts resolutions authorizing the City of Huntsville Mayor, or his designee, to make applications to the USDOT FTA for financial assistance, and to enter into agreements with USDOT FTA for grant funds and to sign assurances and certifications that the City will comply with all applicable federal laws, rules and regulations. The City Council adopts binding budgets and contracts for the City of Huntsville. The City of Huntsville, Legal Department is responsible for all legal matters and issues, the Finance Department, is responsible for all citywide financial matters, the City Clerk-Treasurer Department is responsible for receiving and depositing revenue collections by all cognizant departments, and fixed asset inventory control. The Department of Parking & Public Transit is responsible for the performance of all transportation services, maintaining, monitoring for accuracy and compliance department budgets, procurements, operations, grant applications and grant compliance.

## Huntsville Transit Operations & Maintenance Servicing Facilities Reconfiguration

Estimated Preliminary Project Budget

Wednesday, March 15, 2023

### **COST BREAKDOWN**

<b>General Site Work</b>		<b>\$ 2,513,687.36</b>
<i>Professional Service (8%)</i>	\$	156,860.16
<i>Construction Estimate</i>	\$	1,960,752.00
<i>Demolition</i>	\$	452,460.00
<i>Grading &amp; Excavating</i>	\$	364,897.00
<i>Utilities</i>	\$	147,309.00
<i>Parking Lots/Roads</i>	\$	372,442.00
<i>Sidewalks</i>	\$	65,008.00
<i>Site Lighting</i>	\$	293,000.00
<i>Irrigation</i>	\$	57,500.00
<i>Landscaping</i>	\$	208,136.00
<i>Contingency (10%)</i>	\$	196,075.20
<i>Unforeseen Conditions</i>	\$	200,000.00

<b>Buildings</b>		<b>\$ 3,981,109.23</b>
<i>Professional Service (8%)</i>	\$	252,768.84
<i>Construction Estimate</i>	\$	3,159,610.50
<i>Maintenance Building</i>	\$	1,131,500.00
- 3650 SF @ \$310.00		
<i>Bus Wash Equipment</i>	\$	196,472.50
- Quote Dated 4-8-2019		
<i>Fueling Station &amp; Equipment</i>	\$	556,139.00
- Quote Dated 3-15-23		
<i>EV Charging</i>	\$	556,500.00
- Quote Dated 3-15-23		
<i>Bus Money Building</i>	\$	98,200.00
- 200 SF @ \$523		
<i>Security Fence &amp; Gates</i>	\$	316,000.00
<i>Camera System</i>	\$	125,024.00
<i>Access Control</i>	\$	69,775.00
<i>Specialties, Equipment &amp; Furnishings</i>	\$	110,000.00
<i>Owner Direct Purchases (8%)</i>	\$	252,768.84
<i>Contingency (10%)</i>	\$	315,961.05

### **SUBTOTALS**

<b>Subtotal of Project</b>		<b>\$ 6,494,796.59</b>
<i>Professional Service (8%)</i>	\$	409,629.00
<i>Construction Estimate</i>	\$	5,120,362.50
<i>Owner Direct Purchases (5%)</i>	\$	252,768.84
<i>Contingency (10%)</i>	\$	512,036.25

**Notes/Clarifications:**

1. Preliminary Costs and Quantities Based on COH Architect's Drawing From March 2023
2. COH GIS Software Utilized for Existing Take-offs, Utilities & Measurements
3. Drawing Scale is Approximate
5. Excludes Perimeter Site Fencing/Protection
6. Excludes Demolition of Existing Utilities
7. Assumed a Balance Site - No Additional Fill Material Brought In or Hauled Off
8. Sitework Prices are Based on One Mobilization
9. All Huntsville Utilities Infrastructure (Water, Power, Sewer, Gas, Fiber) are Estimated/Approximate
10. Huntsville Utilities has not Provided Preliminary Pricing or Plans for Future Utility Locations
11. New Trees were Assumed to be 15 Gallon Size or Smaller
12. Construction Estimates Include Tax, Mark-Up, Contingency, Escalation, Bonds & Insurance, Permits and Fees
13. Prices Above are Based on RS Means 2020 - Average 4% Inflation Year Beyond
14. Site & Parking Lot Lighting is an Estimated Cost
15. Excludes Property Acquisition
16. Excludes Signage
17. Excludes Removal and Replacement of Poor Soils



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-114

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**Department:** Police

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an End User License Agreement between the City of Huntsville and Grayshift, LLC

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 1000-41-41110-515340-00000000

**City Cost Amount:** \$ 11,620 annually

**Total Cost:** \$ 11,620 annually

**Special Circumstances:**

**Grant Funded:** \$ 0.00

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**

End user license agreement with Grayshift, LLC who provides software for the Huntsville Police NAMACC.  
Annual fee of \$11,620



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2724

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**Department:** Police

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an End User License Agreement between the City of Huntsville and Grayshift, LLC.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 1000-41-41110-515340-00000000

**City Cost Amount:** \$ 11,620 annually

**Total Cost:** \$ 11,620 annually

**Special Circumstances:**

**Grant Funded:** \$ 0.00

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**

End user license agreement with Grayshift, LLC who provides software for the Huntsville Police NAMACC.  
Annual fee of \$11,620

**RESOLUTION NO. 23 - \_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement by and between the City of Huntsville and Grayshift, LLC, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "End User License Agreement Between The City of Huntsville and Grayshift, LLC." consisting of six (6) pages, and the date of March 23, 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 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 23<sup>rd</sup> day of March, 2023.

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

**APPROVED** this the 23<sup>rd</sup> day of March, 2023.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama

## GRAYSHIFT, LLC

### END USER LICENSE TERMS

**IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING GRAYSHIFT-SUPPLIED SOFTWARE AS PART OF THE GRAYSHIFT PRODUCT (THE "PRODUCT") CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.**

THIS PRODUCT CONTAINS CERTAIN SOFTWARE ("SOFTWARE") AND OTHER PROPRIETARY MATERIAL, THE USE OF WHICH IS SUBJECT TO THIS END USER SOFTWARE LICENSE AGREEMENT ("AGREEMENT"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE. YOUR USING THE PRODUCT OR SOFTWARE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH ALL TERMS, YOU MUST RETURN THE PRODUCT, ALL MANUALS AND DOCUMENTATION, AND PROOF OF PAYMENT AND DISCONTINUE USE OF THE SOFTWARE. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF GRAYSHIFT SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY. IF YOU HAVE ORDERED THIS PRODUCT, GRAYSHIFT'S ACCEPTANCE IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS.

**1. ENTIRE AGREEMENT.** The parties hereby agree that all rights connected to the use of the Software by the Licensee are governed exclusively by the terms and conditions set out in this Agreement and shall prevail over any additional, different, or conflicting terms and conditions contained in any pricing statement from Grayshift for the Product ("Quote"), bid package, or other communication or document relating to this Agreement. Acknowledgement, whether express or implied, by either party of the other party's bid packages, Quotes, or other communications or documents relating to this Agreement which contain additional, different or conflicting terms shall not constitute acceptance of such terms and conditions by the acknowledging party. This Agreement may be amended only by a writing executed by both parties.

**2. ACCEPTANCE AND DELIVERY.** Software will be provided by electronic means. Acceptance of Software ("Acceptance") shall be automatic upon the successful completion of Grayshift's standard installation procedures on the Product.

**3. LICENSE GRANT.** Subject to the terms of this Agreement and for the consideration specified in the Order (defined below), Grayshift, LLC ("Grayshift") hereby grants to you ("Licensee" or "You") a limited, revocable, nontransferable, non-assignable, non-sublicensable, non-exclusive license to use and allow Authorized Users to use the Software, in object code form, solely as such Software is embedded in proprietary equipment provided herewith ("Product") and solely for the intended purpose and consistent with Section 9 hereto when accessing mobile devices ("Devices") in your possession or control. Licensee may only use the Product in online mode at authorized physical locations (the "Authorized Locations") specified in the online order (the "Order") or that Licensee has otherwise registered with Grayshift, and Licensee further acknowledges and agrees that in order for the Product to function properly in online mode, the Product must be connected to the Internet. Use of the Product in offline mode does not require the Product to be connected to the Internet. Grayshift may use certain

third-party monitoring tools to ensure that Licensee is in compliance with the foregoing restrictions, which such tools may be subject to Third Party Components terms as further described herein. For purposes of this Agreement, "Authorized Users" means collectively, employees, agents, or contractors who are empowered by Licensee to access or use the Product and Software. The Licensee shall notify Grayshift in writing within thirty (30) calendar days following a change of an Authorized User's employment status such that the Authorized User ceases to be empowered by the Licensee to access or use the Product and Software either through ceasing to be employed by the Licensee or a change in his or her position within the Licensee's organization such that he or she is no longer authorized to access or use the Product and Software.

**4. THIRD PARTY COMPONENTS.** The Software makes use of or otherwise incorporates third party components, including certain Google Maps features and content. Use of Google Maps features and content is subject to the then-current versions of the: (1) Google Maps/Google Earth Additional Terms of Service at [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html); and (2) Google Privacy Policy at <https://www.google.com/policies/privacy/>.

**5. LICENSE RESTRICTIONS.** Notwithstanding anything to the contrary in this Agreement, Licensee will not (or allow an Authorized User or any other individual to): (a) modify any Product; (b) reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Product, including by removal, disassembly or alteration of any of the Product's components; (c) pledge, rent, lease, share, distribute, sell or create derivative works of any Product; (d) use any Product on a time sharing, service bureau, application service provider (ASP), rental or other similar basis; (e) make copies of any Product; (e) remove, alter or deface (or attempt any of the foregoing) proprietary notices, labels or marks in any Product; (f) distribute any copy of any Software to any third party, including without limitation selling any Product in a secondhand market; (g) use the Software other than with Products provided by

Grayshift; (h) use the Product in online mode other than at an Authorized Location; (i) deactivate, modify or impair the functioning of any disabling code in any Software; (j) circumvent or disable Grayshift copyright protection mechanisms or license management mechanisms; (k) use any Product in violation of any applicable Law or to support any illegal activity; (l) use any Product to violate any rights of any third party; or (m) photograph any of the Product's components, whether internal or external. To the extent legally practicable, Devices must remain in the Licensee's possession and control until after the software agent has been successfully uninstalled on the Devices. Grayshift expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

**6. FEES.** Licensee shall pay the license fees set forth in the relevant Quote for the Software and Product. Except as exempt by law, Licensee will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Grayshift's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Licensee will make all required payments to Grayshift free and clear of, and without reduction for, any withholding taxes. Any portion of any amount payable hereunder that is not paid when due will accrue interest at two percent (2%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

**7. TITLE.** As between the parties, Grayshift and its licensors retain all right, title, and interest, including, without limitation, all intellectual property rights to the Product. Licensee understands that Grayshift may modify or discontinue offering the Product at any time. The Product is protected by the copyright laws of the United States and international copyright treaties. This Agreement does not give Licensee any rights not expressly granted herein. This Agreement does not constitute a sale of the Product or any portion or copy of it. All rights not granted are reserved for Grayshift.

**8. LIMITATION OF LIABILITY.** UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL GRAYSHIFT OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM USE. GRAYSHIFT'S LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY LICENSEE FOR THE PRODUCT.

**9. LICENSEE WARRANTIES.** Licensee represents, warrants and covenants to Grayshift that (a) only Authorized Users of Licensee who have obtained any necessary consents and approvals pursuant to applicable laws shall be permitted to use

any of the Grayshift Products or Software in connection with any Devices; (b) Licensee and its Authorized Users shall only use the Products and Software in compliance with all applicable laws; and (c) Licensee and its Authorized Users shall only use the Products and Software in accordance with the consents and approvals obtained pursuant to applicable laws.

**10. WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, GRAYSHIFT PROVIDES THE PRODUCTS AND SOFTWARE "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, QUIET ENJOYMENT, INTEGRATION, TITLE, NON-INTERFERENCE AND NON-INFRINGEMENT. FURTHER, GRAYSHIFT DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE PRODUCT OR SOFTWARE WILL BE FREE FROM BUGS OR THAT ITS USE WILL BE UNINTERRUPTED OR THAT THE PRODUCT, SOFTWARE OR ANY WRITTEN MATERIALS WILL BE CORRECT, ACCURATE, OR RELIABLE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

Licensee acknowledges that all case stakeholders are aware of and understand the associated risk that the Device may become damaged and/or Device data may be unrecoverable when used with the Product or Software, in particular for Devices (a) with aftermarket repairs or hardware and nonstandard software builds; (b) that boot loop or are otherwise unable to boot normally; (c) that have preexisting damage, defects, or faults that may or may not be detectable; or (d) with software, software builds, states, or usage profiles not identified on the applicable support matrix. Licensee further understands that not all permutations of Device software, software builds, Device states, and usage profiles have been tested by Grayshift. Before utilizing the Product and Software on Devices under any of the above conditions, please consult support.grayshift.com.

**11. CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS.** Subject to applicable law, Licensee acknowledges that the Product and Software are sensitive technologies whose Confidential Information requires the highest duty of care. Licensee, Licensee's employees or agents who require access in order to perform hereunder, and all final users of the Product (collectively, "Receiving Party") shall not disclose, use, sell, transmit, inform or make available to any entity, person or body any of the Confidential Information, as defined below, nor shall it copy, photograph, or otherwise reproduce any Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and Grayshift's rights therein, at all times exercising the highest duty of care. Further, the Receiving Party shall not attempt to use any Confidential Information to discover, reverse compile, reverse assemble or reverse engineer the Product, including by removal, disassembly or alteration of any of the Product's components,



whether internal or external. Receiving Party agrees to restrict access to Grayshift's Confidential Information to those Authorized Users who require access in order to perform hereunder, and, except as otherwise provided, the Receiving Party shall not make Confidential Information available to any other person or entity without the prior written consent of Grayshift.

**11.1.** For the purposes of this Agreement, "Confidential Information" means any proprietary, trade secret, financial, technical and non-technical information related to Grayshift's business and current, future and proposed products and services and any derivatives therefrom containing, including, referring to, or otherwise reflecting and/or generated from such Confidential Information. Confidential Information includes, without limitation, (i) information concerning the methods of use, internal components, features, functions and solutions of Grayshift's software or product offerings (including the Product and the Software), information found on the Grayshift support website, and (ii) any copies, photographs, or other reproductions of the foregoing, whether or not marked as "confidential" or "proprietary."

**11.2.** Confidential Information shall not include any information that is (i) already known to the Receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the Receiving Party; (iii) subsequently disclosed to the Receiving Party on a non-confidential basis by a third party not having a confidential relationship with Grayshift that rightfully acquired such information; or (iv) communicated to a third party by the Receiving Party with Grayshift's express written consent.

**11.3.** A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the Receiving Party promptly notifies Grayshift in writing, if notification is permitted by law, and uses commercially reasonable efforts to assist Grayshift, at Grayshift's expense, in opposing such disclosure or obtaining a protective order or other reliable assurance preventing or limiting such disclosure and/or ensuring that confidential treatment will be accorded to any Confidential Information that is disclosed. Such disclosure does not remove the Confidential Information so disclosed from the protection of this Agreement. No further disclosure beyond the scope of such order is allowed.

**11.4.** The Receiving Party acknowledges and agrees that due to the unique nature of Grayshift's Confidential Information, there can be no adequate remedy at law for any breach of its obligations under this Section 11, that any such breach will cause irreparable and continuing damage to Grayshift and, therefore, that upon any such breach or any threat thereof, Grayshift shall be entitled to whatever remedies it might have by law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the

protection of legitimate business interests and are reasonable in scope.

**12. TERM AND TERMINATION.** This Agreement shall continue until terminated as set forth herein. Notwithstanding the foregoing, the license to any Product or Software is only during the license term applicable to such Product or Software. The license term shall be determined in the Quote. At Grayshift's sole discretion, Grayshift may also revoke such license and/or terminate this Agreement immediately without refund or reimbursement if Licensee violates any Material Provision of this Agreement. For the purposes of this Section 12, "Material Provision" means each of Sections 3 (License Grant), 5 (License Restrictions), 9 (Licensee Warranties), and 11 (Confidentiality and Non-Disclosure Obligations). Any termination of this Agreement shall terminate the licenses granted hereunder. All Confidential Information, Software and/or derivatives therefrom delivered pursuant to this Agreement shall be and remain the property of Grayshift, and upon expiration or termination of this Agreement for any reason, Licensee shall destroy (or return, at Grayshift's election) (i) all materials in the possession of Licensee in any medium that contain, refer to, or relate to all other written, printed, or tangible materials containing Confidential Information; and (ii) any derivatives therefrom, and shall so certify to Grayshift that such actions have occurred. No such material shall be retained or used by the Receiving Party in any form or for any reason. Except for the license and except as otherwise expressly provided herein, the terms of this Agreement, including the Confidentiality and Non-Disclosure obligations in Section 11 hereto and any additional terms agreed-to in writing by both parties pursuant to Section 1 hereto, shall survive expiration and termination. Notwithstanding any other provision of this Agreement, the obligations of the parties as to Confidential Information shall remain binding in perpetuity until such information no longer qualifies as Confidential Information or until Grayshift sends the Receiving Party written notice releasing the Receiving Party from its obligations under Section 11 hereto, whichever occurs first.

### **13. RESERVED.**

**14. GOVERNMENT USE.** If Licensee is part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Product or any related documentation is restricted in accordance with the Federal Acquisition Regulation 12.212 for civilian agencies and the Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Product and documentation is a "commercial item", "commercial computer software" and "commercial computer software documentation." The use of the Product and documentation is further restricted in accordance with the terms of this Agreement, or any modifications thereto.

**15. EXPORT CONTROLS.** Licensee shall comply with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions, and regulations of the United States or foreign agency or authority. Licensee will not export, or allow the export or re-export, of the Product in violation of any such laws, restrictions or regulations.

**16. MISCELLANEOUS.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The failure of Grayshift to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit Grayshift's rights with respect to such breach or any subsequent breaches. This Agreement is personal to Licensee and may not be assigned, sublicensed, or transferred for any reason whatsoever (including, without limitation, by operation of law,

merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without Grayshift's consent and any action or conduct in violation of the foregoing shall be void and without effect. This Agreement shall be governed by and construed under the laws of the State of Georgia, U.S.A. without regard to the conflicts of laws provisions thereof, and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the state and federal courts in Georgia; Licensee hereby agrees to service of process in accordance with the rules of such court.

<p>GRAYSHIFT, LLC</p> <p>DocuSigned by:</p> <p>Signature: <u>Mark Snell</u></p> <p>Name: <u>Mark Snell</u></p> <p>Title: <u>Chief Financial Officer</u></p> <p>Date: <u>3/7/2023</u></p>	<p>LICENSEE: <u>City of Huntsville, AL Police</u></p> <p>Signature: _____</p> <p>Name: <u>Tommy Battle</u></p> <p>Title: <u>Mayor</u></p> <p>Date: _____</p>
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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.



## GRAYSHIFT

**Grayshift LLC**

931 Monroe Drive NE Suite A102-340  
Atlanta, GA 30308  
USA  
Phone: +1 (833) 472-9539

**Quote Number:** Q-16985-1  
**Created Date:** 3/7/2023  
**Expiration Date:** 3/25/2023  
**Contract Start Date:** 3/20/2023

**CAGE Code:** 7R0W9  
**DUNS Number:** 081045174  
**NAICS:** 513210

**Ship To**

Byron Thompson  
Huntsville Police Department  
815 Wheeler Avenue Northwest  
Huntsville, Alabama 35801  
United States  
byron.thompson@huntsvilleal.gov

**Bill To**

Byron Thompson  
Huntsville Police Department  
815 Wheeler Avenue Northwest  
Huntsville, Alabama 35801  
United States  
byron.thompson@huntsvilleal.gov

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT TERMS
Jake Downs	jdowns@grayshift.com	FedEx	Net 45

All prices below are in U.S. Dollar

PRODUCT NAME	START	END	PART	QTY	PRICE	EXTENDED
GrayKey License - Essential Unlimited Consent and BFU Extractions. 30 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 30	3/20/2023	3/19/2024	GKL-ONF-ES	1.00	10,995.00	10,995.00
GrayKey Unit			GK101	1.00	550.00	550.00
Shipping & Handling			SH	1.00	75.00	75.00

**TOTAL: USD 11,620.00**

### Quote Terms

- Access to the ArtifactIQ by Grayshift service requires the purchasing entity's prior acceptance of the ArtifactIQ by Grayshift Software Services Agreement available at <https://grayshift.com/grayshift-software-services-agreement/>
- Delivery of GrayKey requires the end-user's prior acceptance of the GrayKey End User License Terms Agreement ('EULA') available at <https://grayshift.com/graykey-eula>
- The final invoice may include tax, if applicable.
- Your contract will start on 3/20/2023 and will end after the term identified above expires.
- Please reference quote number on payment method.

### Payment Terms

- Non-payment thirty days after issuance of your invoice may result in a suspended license.
- Credit Cards: Major credit cards accepted including Visa, Mastercard, and American Express.
- Additional Information: Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local income, use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes (excluding US taxes based on Grayshift's net income). In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to Grayshift on account thereof. As an example, if the price to be paid is \$100 but there is, for example, 10% withholding, Grayshift will still directly be paid \$100. The payor may need to "gross up" the overall payment so the amount due Grayshift after any withholding is \$100.

### Terms & Conditions

A signed quote is acceptable in lieu of a purchase order to execute this order under the following conditions:

- a. The purchasing entity identified in the quote does not require the issuance of a Purchase Order and any subsequent issuance of a Purchase Order will render the below signature void and cause the service to be suspended until the parties have entered into a formal agreement,
- b. No additional terms and conditions outside of the ArtifactIQ by Grayshift Software Services Agreement and/or the GrayKey End User License Agreement, as applicable, and this Quote apply to this purchase whatsoever, and
- c. The above quote is issued for an amount not to exceed \$15,000 for the ArtifactIQ by Grayshift service, or \$50,000 for any new online GrayKey license(s) and/or an amount not to exceed \$100,000 for renewal online GrayKey license(s), respectively.

#### **ATTENTION: PLEASE READ CAREFULLY:**

**BY SIGNING THIS QUOTE, YOU CERTIFY THAT THE ABOVE IS ACCURATE, THAT YOU HAVE READ THE TERMS OF THE ARTIFACTIQ BY GRAYSHIFT SOFTWARE SERVICES AGREEMENT AND/OR THE GRAYKEY END USER LICENSE AGREEMENT, AS APPLICABLE TO THE PRODUCTS IDENTIFIED IN THIS QUOTE, AND AGREE TO THE APPLICABLE TERMS IN THEIR ENTIRETY WITHOUT EXCEPTION OR RESERVATION, AND THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE INTENDED PURCHASING ENTITY IDENTIFIED IN THIS QUOTE WITH THE AUTHORITY TO LEGALLY BIND YOUR AGENCY AND TO ENTER INTO THIS AGREEMENT, AND THAT YOU CAN PROVIDE WRITTEN VERIFICATION OF SUCH AUTHORITY UPON REQUEST.**

Signature: \_\_\_\_\_

Effective Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Please sign and email to Jake Downs at [jdowns@grayshift.com](mailto:jdowns@grayshift.com)

**Grayshift LLC**  
**THANK YOU FOR YOUR BUSINESS!**  
**A subsidiary of Grayshift LLC**



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-115

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**Department:** Police

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Huntsville and the Bureau of Alcohol, Tobacco, Firearms and Explosives.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** \$ 0.00

**Total Cost:** \$ 0.00

**Special Circumstances:**

**Grant Funded:** \$ 0.00

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**

MOU allows for a Huntsville Police to become a partner agency with the ATF to allow for access to the ATF National Integrated Ballistic Information Network (NIBIN). There are no city funds involved.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2726

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**Department:** Police

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Huntsville and the Bureau of Alcohol, Tobacco, Firearms and Explosives.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** \$ 0.00

**Total Cost:** \$ 0.00

**Special Circumstances:**

**Grant Funded:** \$ 0.00

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**

MOU allows for a Huntsville Police to become a partner agency with the ATF to allow for access to the ATF National Integrated Ballistic Information Network (NIBIN). There are no city funds involved.

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 the Bureau of Alcohol, Tobacco, Firearms and Explosives, 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 "Memorandum of Understanding between the Bureau of Alcohol, Tobacco, Firearms and Explosives and the City of Huntsville Police Department." consisting of eight (8) pages, and the date of March 23, 2023 appearing on 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 23<sup>rd</sup> day of March, 2023.

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

APPROVED this the 23<sup>rd</sup> day of March, 2023.

\_\_\_\_\_  
Mayor of the City of Huntsville, Alabama

**MEMORANDUM OF UNDERSTANDING REGARDING THE  
NIBIN ENFORCEMENT SUPPORT SYSTEM (NESS)**

**Memorandum of Understanding  
between  
Huntsville Alabama Police Department  
and the  
Bureau of Alcohol, Tobacco, Firearms and Explosives**

**Article I. Purpose and Authority**

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is extending their on-going commitment to the law enforcement community by providing participating agencies with access to National Integrated Ballistic Information Network (NIBIN) data. The agency will be able to access NIBIN data through the NIBIN Enforcement Support System (NESS) via an Internet connection. The NESS application allows ATF to collect, analyze, refer, and track NIBIN and other crime gun data. Access will facilitate information sharing and provide near real-time intelligence to participating agencies. The mission of the program is to reduce firearms violence through aggressive identification, investigation, and prosecution of shooters and their sources of crime guns.

ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of shooters and other armed violent offenders, prohibited persons possessing firearms, and sources of crime guns. This Memorandum of Understanding (MOU) establishes and defines a partnership between the Parties that will result in ATF NESS installation, operation, and administration for the dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters and sources of crime guns, and refer them for prosecution.

This MOU is entered into by the U.S. Department of Justice (DOJ), ATF, and  
\_\_\_\_\_  
Huntsville Alabama Police Department, hereinafter collectively referred to as "the Parties," and with  
\_\_\_\_\_  
Huntsville Alabama Police Department referred to as the "NESS Partner Agency." This MOU will refer to individuals employed and authorized for NESS access by the NESS Partner Agency as "Users".

The Parties agree that it is the public interest to enhance cooperation among Federal, State, Tribal, and local enforcement and public safety agencies with regard to reducing firearms violence, identify shooters, and their sources of crime guns. The NESS Partner Agency acknowledges that ATF and the NESS program will assist Federal, State, Tribal, and local law enforcement and public safety agencies in combatting firearms violence.

This MOU is established pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF's authority is derived from, among other things, 28 U.S.C. § 599A, 18 U.S.C. § 3051, 27 CFR § 0.130, and, specifically, the Gun Control Act of 1968, 18 U.S.C. Chapter 44 and the National Firearms Act, 26 U.S.C. Chapter 53. The parties enter into this MOU pursuant to 31 U.S.C. § 6305.

\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, AL  
Date: \_\_\_\_\_



## **Article II. Background**

ATF is a law enforcement organization within DOJ with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, armed narcotics traffickers, violent gangs, and domestic and international arms traffickers.

## **Article III. Scope**

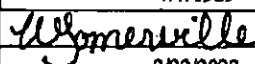
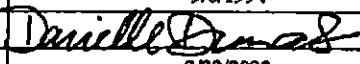
The purpose of this MOU is to establish an interagency agreement governing the access and utilization of NESS. In addition, the MOU will designate a primary and alternate point of contact (POC) for the NESS Partner Agency. The agency POC will ensure adherence to the MOU between ATF and NESS Partner Agency Users. These POCs shall also identify individuals from their respective agencies who will require system access, periodically validate the list of Users, and to notify an ATF POC immediately if it becomes necessary to revoke or suspend a User's account.

This MOU is effective upon the date of the last signature by the authorized representatives of the Parties and shall remain in effect until terminated by either Party.

## **Article IV. Interagency Communications**

The Parties agree that a principal POC within each organization shall coordinate all communications and tasks under this MOU. To ensure access is permitted to all NESS Partner Agency data, an Originating Agency Identifier (ORI Code) must be provided for each ORI code used by the NESS Partner Agency. The ATF POC can assist the NESS Partner Agency in determining what ORI Codes are appropriate. The designated POCs shall be as follows:

<b>ATF Field Division</b>		
<b>Name</b>	Nashville Field Division	
<b>Address</b>	302 Innovation Dr, Ste 300 Franklin, TN 37067	
	<b>Designated ATF Primary POC</b>	<b>Designated ATF Alternate POC</b>
<b>Name:</b>	George Nickles	Angela Hoover
<b>Title:</b>	CGIC Group Supervisor	IRS
<b>Email Address:</b>	george.nickles@atf.gov	angela.hoover@atf.gov
<b>Phone #:</b>	(615) 571-3129	(205) 317-1357

NESS Partner Agency		
Name	Huntsville Alabama Police Department	
Address	815 Wheeler Avenue Huntsville, AL 35801	
	<b>Designated NESS Partner Agency Primary POC</b>	<b>Designated NESS Partner Agency Alternate POC</b>
Name:	Whitney Somerville	Danielle Dumas
Title:	Police Officer/Intelligence Analyst	Crime Intelligence Analyst
Phone #:	(256) 564-8097	(256) 427-3082
Email Address:	whitney.somerville@huntsvilleal.gov	danielle.dumas@huntsvilleal.gov
Date of Birth:	7/7/1989	9/6/1994
Signature:		
Date:	2/22/2023	2/22/2023
<b>NESS Partner Agency ORIs</b>		
Huntsville Police Department	AL0470100	

#### **Article V. Responsibilities and Procedures**

In becoming an approved NESS Partner Agency of the NESS application, the involved Parties hereby acknowledge and accept the following responsibilities and procedures:

1. **Responsibilities of the NESS Partner Agency.** The NESS Partner Agency shall:
  - a. Appoint primary and alternate POCs within your agency (see table above). The appointed individuals will be responsible for creating, coordinating, and maintaining a list of all personnel, and determining the access levels for Users within the Partner Agency who will require access to NESS.
  - b. The designated POC(s) will immediately notify ATF in the event that a User's account needs to be suspended or revoked for any number of reasons, including (but not limited to) employee transfer, retirement, or release from employment.
  - c. Complete a Request for Change of Agency Point of Contact Form if the POC changes.
  - d. Agree to make every effort to provide complete and accurate information including investigative reports and data related to NIBIN linked shootings and gun recoveries, to the fullest extent allowed by law. This includes general event data including case numbers, dates,

locations, associated persons, etc. Partner Agencies that make a commitment to comprehensive data sharing with ATF will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence.

- e. Share the results of NIBIN leads/hits including arrest and prosecution data with ATF via the NESS application.
- f. Provide a list of ORI numbers for the NESS Partner Agency (see table above), which will allow NESS to associate Users to the correct NESS Partner Agency NIBIN data. If the NESS Partner Agency needs to add or remove ORI numbers, it shall submit a completed Amendment of Originating Agency Identifier Form.
- g. Use information generated and retrieved pursuant to this MOU, only for the purpose(s) identified in the Agreement.

**2. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:**

**a. The ATF Field Division shall:**

- 1) Appoint primary and alternate ATF POCs.
- 2) Coordinate all communications and tasks listed under this MOU and serve as a liaison between the NESS Partner Agency POC and ATF's Firearms Operations Division (FOD).
- 3) Ensure data sharing processes between ATF and the NESS Partner Agency.

**b. FOD shall:**

- 1) Maintain the NESS application and share NIBIN Leads with the NESS Partner Agency.
- 2) Upon receipt of this signed MOU, provide detailed instructions to the field division POCs on the process of requesting and receiving NESS User access for the NESS Partner Agency.
- 3) Maintain a copy of this MOU along with any associated User agreements.
- 4) Review all applications for NESS User access in a timely manner and facilitate the provisioning of accounts.
- 5) Upon receipt of a request for account revocation, FOD will immediately deactivate said User account.

## **Article VI. Conditions**

Both ATF and the NESS Partner Agency acknowledge their understanding that the NESS application is "LAW ENFORCEMENT SENSITIVE" and intended "FOR OFFICIAL LAW ENFORCEMENT USE ONLY." Failure to protect and safeguard such data from loss, misuse, or unauthorized access could adversely affect law enforcement operations, including those areas related to officer safety, as well as, the fair and equitable administration of justice, and the privacy of individuals.

Information within NESS is to be used for investigative purposes only. NESS data reflects a compilation of information from multiple data sources and should not be relied upon as evidence. Investigators must collect original reports for any evidentiary purposes. NESS information should not be used to develop statistics or for reporting purposes. By providing your agency with NESS, ATF is not waiving any privileges that prevent further disclosure of the materials. No information contained therein may be duplicated, reproduced, or disseminated without the express authorization of ATF and/or the Originating Partner Agency, except as may be required by State or Federal law or court of competent jurisdiction. In accordance with Paragraph 10, Article XII, the NESS Partner Agency agrees to notify ATF prior to such a release.

The Federal government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on NESS are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §§ 1001 and 1030.

The Parties agree that premature disclosure of NESS data can reasonably be expected to interfere with pending or prospective law enforcement proceedings. It is agreed that the law enforcement sensitive firearms information generated pursuant to this Agreement shall not be disclosed to a third party without the consent of both Parties of this Agreement, subject to Federal and any applicable non-conflicting state law. The Parties agree to notify all other Parties to the MOU prior to the release of any sensitive firearms information to a third party under State or Federal law. The Parties acknowledge that NESS shall only be used for law enforcement purposes.

The Parties agree to define a "crime gun" as "any firearm illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime."

## **Article VII. Applicable Laws**

The applicable statutes, regulations, directives, and procedures of the United States, DOJ, and ATF shall govern this MOU and all documents and actions pursuant to it. Nothing in this MOU will prevail over any Federal law, regulation, or other Federal rule recognized by ATF. This MOU is not a funding document. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals.

## **Article VIII. Modifications and Terminations**

This MOU shall not affect any pre-existing or independent relationships or obligations between the Parties. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative(s) of the Parties. This MOU may be amended or modified only by written agreement and mutual consent of the Parties. Parties to this MOU may terminate their participation at any time upon a seven (7) day written notification of their intent to withdraw to the other Party. If either Party terminates this MOU, ATF will retain all of its interest in the electronically stored information contained in the NESS database.

Termination of the MOU by either Party will result in the revocation of all NESS accounts established under this Agreement. However, after termination, ATF agrees to provide to the NESS Partner Agency continued access to the NIBIN data associated with only cases originating from the NESS Partner Agency, subject to Federal law and regulations.

## **Article IX. Liability**

Each Party shall assume the responsibility and liability for the acts and omissions of its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death, except in the case of the federal Government, liability shall be determined pursuant to the Federal Tort Claims Act (FTCA – 28 U.S.C. § 1346).

No third party is intended to benefit or otherwise claim any rights whatsoever under this MOU. The rights and obligations set out in the MOU run between the signatories to this MOU only.

## **Article X. User Access**

Prior to gaining NESS access, each User shall execute a User Agreement and Rules of Behavior, acknowledging that the operations described in this Agreement are subject to audit by the ATF; the U.S. Department of Justice; Office of the Inspector General; the General Accounting Office; and other auditors designated by the U.S. Government.

## **Article XI. Costs**

The use of the NESS system is provided without charge to the NESS Partner Agency. ATF is not responsible for costs associated with the NESS Partner Agency's computer hardware, computer software (other than the NESS application), Internet connection(s), or other communications requirements associated with their use of the NESS application. ATF will maintain access to the NESS application furnished to the NESS Partner Agency and shall facilitate repairs to the NESS application in an expeditious manner, subject to availability and funding, but no guarantees as to when repairs will be completed. However, ATF will not assume maintenance or repairs required as the result of improper use of the NESS application or enhancements to the NESS application, as well as repairs to local computer hardware, computer software, or communications problems. ATF will not

fund the costs associated with a NESS Partner Agency who chooses to manipulate their internal data structure for data communication and transfer reasons.

## **Article XII. Limitations of the Agreement**

- 1. Relationship between the Parties:** The relationship between the Parties to this Agreement is and shall remain that of independent departments and entities. Nothing herein shall be construed to imply that either Party's employees are employees of the other.
- 2. Resources:** This MOU does not require that the Parties are to contribute resources (financial or otherwise) to each other.
- 3. Letters of Understanding:** The Parties are responsible for establishing relevant letters of understanding or interagency agreements initiated or required as a consequence of this MOU.
- 4. No Guarantee:** The NESS Partner Agency acknowledges that information is input into the NESS system based on data collected and available at the time, and that ATF makes no guarantee that said information will always be 100% accurate or up to date.
- 5. Anti-Deficiency Act:** The obligations in this MOU are subject to the availability of the necessary resources to the Parties. No provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341, or other applicable laws.
- 6. Entire Agreement:** The mutual covenants and terms represent the entire Agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings relative to such subject matters. No representations or statements of any kind made by either Party, which are not expressly stated herein, shall be binding on such Party.
- 7. Waiver:** Failure or delay on the part of any Party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.
- 8. Severability:** A determination that any term of this MOU is invalid for any reason shall not affect the validity of the remaining terms.
- 9. Governing Law:** The terms and provisions in this Agreement shall be construed under the applicable federal laws, in conjunction with state and local laws that do not conflict with the federal mandates.
- 10. Release of Information:** Releases to the media or third parties, judicial demands, public announcements, Freedom of Information Act/Privacy Act/Open Records requests, and communications with Congress concerning information generated and retrieved pursuant to this MOU shall be addressed by the Parties following coordination by authorized representatives of each Party.

### Article XIII. Conclusion

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the NESS application. The result of this cooperation and coordination will be the successful prosecution of illegal firearm crimes in State and Federal jurisdictions as well as the development of an accurate picture of violent crime and the inception of new strategies to effectively disrupt the cycle of violence.

ATF and the NESS Partner Agency hereby agree to abide by the terms and conditions of this MOU, including any appendices, and all policies of the NESS Program. In witness whereof, the parties have hereby executed this MOU.

Kirk Giles 2/22/2023  
Signature Date  
(Chief Law Enforcement or Public Safety Official)

Kirk Giles  
Name

Chief of Police  
Title

Huntsville Alabama Police Department  
NESS Partner Agency

Tommy E. Estevan  
Digitally signed by Tommy E. Estevan  
Date: 2023.03.06 08:10:37 -06'00'  
Signature Date  
(ATF - Special Agent in Charge)

Marcus S. Watson  
Name

Special Agent in Charge  
Title

Nashville Field Division

ATF Field Division

KATHERINE EBERHARDT  
Digitally signed by KATHERINE EBERHARDT  
Date: 2023.03.06 15:56:19 -05'00'  
Signature Date

Tommy Battle, Mayor

Name

Chief, Firearms Operations Division  
Title

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.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-116

---

**Department:** Animal Services

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Professional Services Agreement between the City of Huntsville and Merrill Hudnall DVM.

**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:**

Professional Services Agreement with Merrill Hudnall DVM as an independent contractor to provide veterinary services as needed.







# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-116

---

**Department:** Animal Services

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Professional Services Agreement between the City of Huntsville and Merrill Hudnall DVM.

**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:**

Professional Services Agreement with Merrill Hudnall DVM as an independent contractor to provide veterinary services as needed.

**RESOLUTION NO. 23-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement by and between the City of Huntsville and Merrill Hudnall, 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 Merrill Hudnall, DVM,” consisting of six (6) pages and the date of March 23, 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 of the City of Huntsville, Alabama.

**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,  
Alabama

**PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE CITY  
OF HUNTSVILLE AND  
MERRILL HUDNALL, DVM**

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY  
OF HUNTSVILLE AND MERRILL HUDNALL, DVM**

**THIS AGREEMENT** is made and entered into on the 23<sup>rd</sup> day of March, 2023, by and between Merrill Hudnall, DVM, ("Hudnall") 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.       Hudnall shall provide professional services as a licensed veterinarian to the City's Animal Services Department. The scope of services to be performed by Hudnall shall include the following:

Hudnall will perform veterinary surgical procedures and also engage in the general practice of veterinary medicine at the Animal Services facility. Hudnall shall remain licensed to practice veterinary medicine by the State of Alabama throughout the term of this Agreement.

2.       Hudnall 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. Hudnall is not deemed an employee of the City. During the term of this agreement, Hudnall shall report to and receive task assignments from the Director of Animal Services.

3.       The term of this contract shall be for a period of one year commencing on April 1, 2023 and continuing through March 31, 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 Hudnall the rate of One Hundred Dollars (\$100.00) per hour for work performed pursuant to this agreement.

\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, Alabama  
Date: 3/23/2023

6. Insurance and Indemnity:

A. **Insurance:** Hudnall shall carry professional liability insurance with a minimum limit of coverage of \$1,000,000.00 per claim.

B. **Hold Harmless:** Hudnall agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of Hudnall.

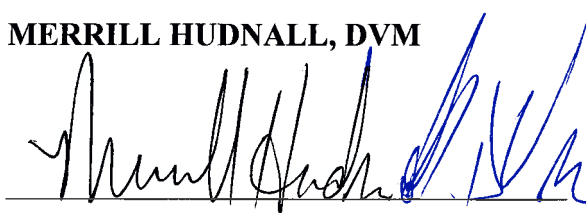
7. Hudnall acknowledges that confidential information in the way of financial practices, internal activities and operations, may be made available to her in connection with her work pursuant to this agreement. Hudnall agrees not to disclose the confidential information to any third party at any time 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.

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

**MERRILL HUDNALL, DVM**



**CITY OF HUNTSVILLE, ALABAMA**

a municipal corporation

ATTEST:

By: \_\_\_\_\_  
Shaundrika Edwards  
ITS: City Clerk

BY: \_\_\_\_\_  
Tommy Battle  
ITS: Mayor



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-117

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**Department:** Animal Services

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Kelly Jo Gunn.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 1000-50-00000-501010-00000000

**City Cost Amount:** NTE- \$ 33,176.00

**Total Cost:** NTE- 33,176.00

**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:**

NA





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2728

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**Department:** Animal Services

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Kelly Jo Gunn.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 1000-50-00000-501010-00000000

**City Cost Amount:** NTE- \$ 33,176.00

**Total Cost:** NTE- 33,176.00

**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:**

NA



**RESOLUTION NO. 23-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement by and between the City of Huntsville and Kelly Jo Gunn, 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 Kelly Jo Gunn,” consisting of six (6) pages and the date of March 23, 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 of the City of Huntsville, Alabama.

**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,  
Alabama

**SPECIAL EMPLOYEE AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE AND KELLY JO  
GUNN**

**SPECIAL EMPLOYEE AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE AND KELLY JO GUNN**

**THIS AGREEMENT** is made and entered into on the 23rd day of March, 2023, by and between Kelly Jo Gunn, an individual, ("Gunn") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

**WITNESSETH:**

1. Gunn shall serve as an employee of the Animal Services department and shall provide services in the position of Animal Care and Shelter Attendant. The scope of services to be performed by Gunn shall include the following: (see exhibit A attachment)

2. Gunn is hereby employed as a special employee of the City, working on a part-time basis, and as such, shall have no authorization to incur any debt or obligation on behalf of the City, and shall not be entitled to any benefits of any kind while working for the City. During the term of this agreement, Gunn shall report to the Director of Animal Services.

3. The term of this contract shall be for a period of one (1) year commencing on April 19, 2023 and continuing through April 18, 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, Gunn shall establish working hours to be approved by the Director of Animal Services. Gunn shall be paid an hourly rate of \$22.00 per hour, not to exceed an average of twenty-nine (29) hours per week, with the total sum not to exceed \$33,176 per year.

6. During the term of this Agreement, the City shall provide Gunn a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

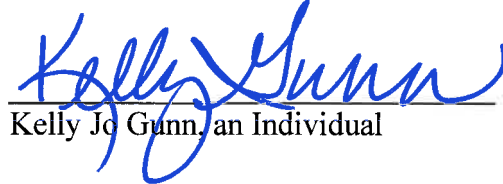
7. Gunn shall receive reimbursement for mileage at the standard IRS mileage rate for 2023 (65 cents per mile) for miles driven on City business. Gunn shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by her and used while performing services for the City with minimum limits of \$100,000 for personal injury; \$100,000 property damage; and \$300,000 per occurrence. The said insurance shall be written so as to cover Gunn when she is performing the services set forth in this Agreement.

8. Gunn acknowledges that confidential information in the way of financial practices, internal activities and operations, may be made available to her in connection with work pursuant to this Agreement. Gunn agrees not to disclose the confidential information to

any third party at any time following execution of this Agreement. This clause shall survive the termination of this Agreement.

9. This Agreement constitutes the entire agreement between the parties.

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

  
Kelly Jo Gunn, an Individual

ATTEST :

CITY OF HUNTSVILLE, ALABAMA  
a municipal corporation

By: \_\_\_\_\_  
Shaundrika Edwards  
ITS: City Clerk

By: \_\_\_\_\_  
Tommy Battle  
ITS: Mayor



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-118

---

**Department:** Natural Resources

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Daniel Shea.

Resolution No.

**Finance Information:**

**Account Number:** 1000-73-73100-501010-00000000

**City Obligation Amount:** NTE \$37,000.00

**Total Obligation:** NTE \$37,000.00

**Special Circumstances:**

**Grant Funded:** N/A

**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:**

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Daniel Shea to assist the Natural Resources Department with various Clean Air Act regulatory and environmental compliance requirements and requirements of the City's Municipal Separate Storm Sewer System Permit.





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2694

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**Department:** Natural Resources

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Daniel Shea.

Resolution No.

**Finance Information:**

**Account Number:** 1000-73-73100-501010-00000000

**City Obligation Amount:** NTE \$37,000.00

**Total Obligation:** NTE \$37,000.00

**Special Circumstances:**

**Grant Funded:** N/A

**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:**

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Daniel Shea to assist the Natural Resources Department with various Clean Air Act regulatory and environmental compliance requirements and requirements of the City's Municipal Separate Storm Sewer System Permit.

**RESOLUTION NO. \_\_\_\_\_**

**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 Daniel Shea, 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 Employment Agreement between the City of Huntsville and Daniel Shea,” consisting of three (3) pages and the date of March 23, 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 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,  
Alabama

**SPECIAL EMPLOYEE  
AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE  
AND DANIEL SHEA**

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

**SPECIAL EMPLOYEE AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE AND DANIEL SHEA**

**THIS AGREEMENT** is made and entered into on the 23<sup>rd</sup> day of March, 2023 by and between Daniel Shea, an individual, ("Shea") 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. Shea shall be employed by the City of Huntsville as a Special Employee in the Natural 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 Natural Resources Director. Shea's duties as a Special Employee shall include all work described on Attachment "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Shea at the rate of \$80.00 per hour not to exceed 29 hours per week, with the total sum not to exceed \$37,000 per calendar year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Shea shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Shea shall not receive any benefits available to any employee of the City except those benefits received as a result of being retired from regular employment with the City. Shea 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 commencing on May 1, 2023 and ending April 30, 2024.

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

\_\_\_\_\_  
PRESIDENT OR PRESIDENT PRO TEM OF THE  
CITY COUNCIL OF THE CITY OF HUNTSVILLE,  
ALABAMA

DATE: 3/23/2023



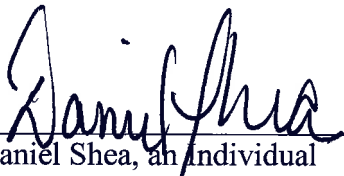
5. The City shall provide Shea a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

6. Except as specified herein, Shea shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

7. Shea acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Shea 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.

  
\_\_\_\_\_  
Daniel Shea, an individual

**CITY OF HUNTSVILLE, ALABAMA**  
a municipal corporation

BY: \_\_\_\_\_  
Tommy Battle  
ITS: Mayor

ATTEST:

BY: \_\_\_\_\_  
Shaundrika Edwards  
ITS: City Clerk

## **Exhibit “A” Duties of the Natural Resources Environmental Compliance Specialist Special Employee**

- To assist the Natural Resources technical staff with preparation of the 2023 annual local air pollution control program summary reports to ADEM and compiling the information required in that report.
- To assist Natural Resources technical personnel in preparing the FY 2023 Annual Report required by the NPDES Storm Water Discharge Permit held by the City of Huntsville.
- To assist the Director and technical staff of Natural Resources in developing strategies for ongoing implementation of the Storm Water Management Program Plan as required by the City’s NPDES Storm Water Discharge Permit.
- As needed, to assist the Director and technical staff of Natural Resources in reviewing and updating the City of Huntsville Air Pollution Control Rules and Regulations to incorporate changes to State and Federal law since the last amendments to the City’s regulations were adopted by the City Council.
- To assist the Deputy Director and Senior Environmental Specialist in reviewing permit applications and preparing Major Source Operating Permits and Synthetic Minor Operating Permits, as needed.
- To assist the Natural Resources Director in preparing Air Program Grant Consolidated Quarterly Reports.
- To assist the Natural Resources Director in preparing the application and Work Plan for the FY 2024 EPA Air Program Grant.
- To update the Storm Water Management Program Plan (SWMPP) to incorporate modifications in storm water program implementation over the course of the first five-year term of the City’s MS4 NPDES Permit..
- To accompany Natural Resources technical staff and assist in conducting on-site industrial inspections of complex sources.
- To accompany Natural Resources technical staff and assist in conducting on-site BMP (Best Management Practice) inspections of select City of Huntsville facilities to ensure compliance with the City’s NPDES storm water permit and with the SWMPP (Storm Water Management Program Plan).
- To perform related work as required.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-119

---

**Department:** Water Pollution Control

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Randall Stewart.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 6000-76-76100-501010-00000000

**City Cost Amount:** NTE \$37,000

**Total Cost:** NTE \$37,000

**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:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2705

---

**Department:** Water Pollution Control

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Randall Stewart.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 6000-76-76100-501010-00000000

**City Cost Amount:** NTE \$37,000

**Total Cost:** NTE \$37,000

**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 to enter into a Special Employment Agreement by and between the City of Huntsville and Randall Stewart, 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 Randall Stewart,” consisting of two (2) pages plus three (3) additional pages consisting of “Exhibit A” and the date of March 23, 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 of the City of Huntsville, Alabama.

**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,  
Alabama

**SPECIAL EMPLOYEE AGREEMENT  
BETWEEN THE CITY OF  
HUNTSVILLE  
AND RANDALL STEWART**

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

**SPECIAL EMPLOYEE AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE AND RANDALL STEWART**

**THIS AGREEMENT** is made and entered into on the 23rd day of March, 2023, by and between Randall Stewart, an individual, ("Stewart") 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. Stewart shall be employed by the City of Huntsville as Deputy Director 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 year commencing on April 1, 2023.
3. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.
4. Except as specified herein, Stewart shall be subject to all Policies applicable to part-time employees of the City of Huntsville.
5. During the term of this contract, Stewart shall perform the duties and responsibilities of Deputy Director and shall be under the direct supervision of the Director of Water Pollution Control. Duties of the position of Deputy Director shall include all work described on Exhibit "A" attached hereto and incorporated by reference herein.
6. The City shall provide, maintain, and keep active Stewart's employee computer account and login for the city account – AD\Randall.Stewart as well as all associated software permissions and privileges.

**\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, AL**

**Date: 3/23/2023**

7. The City shall provide Stewart a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.
8. Stewart acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Stewart 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. In consideration of the services rendered hereunder, the City shall pay Stewart at the rate of \$60.00 per hour not to exceed 12 hours per week with the total sum Not to Exceed THIRTY SEVEN THOUSAND AND NO/100 DOLLARS (\$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, Stewart shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Stewart 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. Stewart shall have no authorization to incur any debt or obligation on behalf of the City.
10. 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.



\_\_\_\_\_  
Randall Stewart, an Individual

**CITY OF HUNTSVILLE, ALABAMA**  
a municipal corporation

BY: \_\_\_\_\_

Tommy Battle

ITS: Mayor

ATTEST:

BY: \_\_\_\_\_

Shaundrika Edwards

ITS: City Clerk



[Close this window](#)



# Deputy Director of Water Pollution Control

Class Code:  
7089

Bargaining Unit: Not Applicable

CITY OF HUNTSVILLE  
Established Date: Apr 11, 2016  
Revision Date: Apr 11, 2016

## **SALARY RANGE**

\$40.06 - \$68.01 Hourly  
\$3,204.80 - \$5,440.80 Biweekly  
\$6,943.73 - \$11,788.40 Monthly  
\$83,324.80 - \$141,460.80 Annually

## **NATURE OF WORK:**

This is administrative and professional work assisting the Director of Water Pollution Control in planning and coordinating activities of the Department of Water Pollution Control.

Work involves responsibility for assisting in planning, organizing and directing the activities of the Water Pollution Control Department. Through managers and supervisors, supervision is exercised over all employees of the department. Work is reviewed through conferences, briefings, and reports and is evaluated on the basis of achieved goals and objectives.

## **ESSENTIAL AND MARGINAL FUNCTIONS OF WORK:**

Assists the Director in planning, organizing and coordinating wastewater treatment and collection system operation, maintenance, repair, and personnel actions. Work is reviewed through conferences and reports with the Director and is evaluated on the basis of achieved goals and objectives.

Assists in managing the efforts of the Water Pollution Control operations through other subordinates.

Supervises managers of Water Pollution Control and other office and field subordinates in their work.

Assists in making professional and technical decisions to correct operational and process control problems.

Reviews with the City Engineer and consulting engineers proposed plans and specifications for the expansion, modification and repair of wastewater treatment plant equipment and facilities; plans for future plant expansions and improvements.

Receives and investigates request for service from the general public; takes corrective action.

Assists in the annual report on accomplishments of operations.

Assists in annual budget preparation for personnel services, operations and capital outlay programs for the Water Pollution Control Department and directs long-range planning for the department.

Handles personnel administrative matters, including personnel complaints, grievances, and disciplinary proceedings.

Participates in emergency planning.

Assists the Director in coordinating conferences and negotiating with governmental regulatory agencies.

Performs related work as required.

## **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:**

Knowledge of the principles and practices of civil, environmental or chemical engineering with at least five years of experience in utility administration.

Thorough knowledge of construction and maintenance methods, materials, and equipment as employed in municipal wastewater treatment and collection systems.

Thorough knowledge of applicable laws and regulatory codes relevant to utility operations.

Ability to organize, direct and coordinate the activities of the Water Pollution Control Department.

Ability to express facts and ideas clearly and concisely orally and in writing.

## **MINIMUM EDUCATION, TRAINING AND EXPERIENCE:**

Bachelor's Degree from a college or university accredited by a regional accrediting agency recognized by the U.S. Department of Education with major course work in civil engineering, environmental or chemical engineering or a related field; Grade IV Wastewater License from the Alabama Department of Environmental Management and/or State of Alabama Professional Engineering License (PE); and thorough experience in administrative and supervisory work in utility administration or the operation and maintenance of wastewater systems; five (5) years experience in utility administration preferred.

## **WORKING ENVIRONMENT:**

Work is performed both inside an office environment and outside at City facilities and sites. Work exposes the incumbent to hazards associated with wastewater facilities and sites; adverse weather conditions, traffic and poor lighting. Protective equipment is required such as hard hats, gloves, and protective eye wear.

## **PHYSICAL DEMANDS:**

Work requires the physical ability to climb ladders, walk over rough terrain, and operate a motor vehicle. Work also requires the ability to occasionally lift heavy objects and sit for extended periods of time operating a computer keyboard.

## **NECESSARY SPECIAL REQUIREMENTS:**

Valid Driver's License.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-120

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**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 Gerrienne Boatright.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 1000-42-42100-501010-00000000-

**City Cost Amount:** NTE \$37,000

**Total Cost:** NTE \$37,000

**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





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2709

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**Department:** Fire and Rescue

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Gerianne Boatright.

**Type of Document:** Resolution No.

**Finance Information:**

**Account Number:** 1000-42-42100-501010-00000000-

**City Cost Amount:** NTE \$37,000

**Total Cost:** NTE \$37,000

**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 Gerrienne Boatright, 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 Gerrienne Boatright” consisting of two (2) pages plus four (4) additional pages consisting of Exhibit “A” and the date of March 23, 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 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,  
Alabama



**SPECIAL EMPLOYEE AGREEMENT  
BETWEEN THE CITY OF HUNTSVILLE  
AND GERRIANNE BOATRIGHT**

STATE OF ALABAMA    )  
COUNTY OF MADISON    )

**THIS AGREEMENT** is made and entered into on March 23, 2023, by and between Gerrienne Boatright, an individual, (“Boatright”) 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:

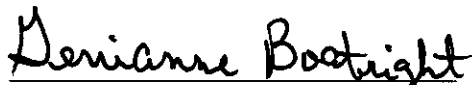
1. Boatright shall be employed by the City of Huntsville as a Public Safety Dispatcher and shall be classified as a “Special” employee under the City’s Personnel Policies and Procedures Manual.
2. The term of this contract shall be for a period of one (1) year commencing on March 27, 2023.
3. This contract 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, Boatright shall perform the duties and responsibilities of a Public Safety Dispatcher and shall be under the direct supervision of the Fire Communications Manager. Duties of the position of a Public Safety Dispatcher 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 23, 2023

5. In consideration of the services rendered hereunder, City shall pay to Boatright the rate of \$30.17 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, Boatright shall not receive any cost of living adjustment approved by the City Council for all other employees of City. In addition, Boatright 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. Boatright shall have no authorization to incur any debt or obligation on behalf of the City.
6. Boatright must keep information she may receive during the performance of the work to be confidential in nature and not subject to disclosure unless approved by the Fire Chief or Deputy Fire Chief.
7. Except as specified herein, Boatright 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 March 7, 2023.

  
Gerianne Boatright, an Individual

**CITY OF HUNTSVILLE, ALABAMA**  
a Municipal Corporation

BY: \_\_\_\_\_  
Tommy Battle  
ITS: Mayor

ATTEST:

BY: \_\_\_\_\_  
Shaundrika Edwards  
ITS: Interim City Clerk



# Public Safety Dispatcher

Class Code:  
4031

Bargaining Unit: Not Applicable

CITY OF HUNTSVILLE  
Established Date: Sep 30, 2006  
Revision Date: May 19, 2022

## **SALARY RANGE**

\$17.78 - \$30.17 Hourly  
\$1,422.40 - \$2,413.60 Biweekly  
\$3,081.87 - \$5,229.47 Monthly  
\$36,982.40 - \$62,753.60 Annually

## **NATURE OF WORK:**

This is specialized communications work in receiving and dispatching accurate information on an assigned shift to appropriate personnel. Positions in this class are employed in both police and fire communications and dispatch personnel based on seven digit calls and 911 calls.

Work involves responsibility for operation of specialized radio utilizing multiple channels and frequencies in a communication center. Position requires fast, efficient, and accurate receiving, dispatching, and processing of calls and messages from and to appropriate vehicles and personnel. Employees work with considerable independence, subject to instructions or orders to meet special operating circumstances or emergencies.

## **ESSENTIAL AND MARGINAL FUNCTIONS OF WORK:**

Receives and prioritizes calls and complaints from the public concerning crimes, fires and emergencies; questions the caller to determine the nature of the problem; enters information into CAD System verifying the location and determining the appropriate responder.

Dispatches personnel and appropriate equipment to scene of emergency while maintaining radio contact, scans status charts and computer screen to determine units available; dispatches appropriate equipment in response for services and in accordance with established procedures.

Broadcasts orders to police and other emergency units in vicinity to investigate complaints and

relay instructions or questions from other units; determines type and nature of personnel and equipment needed; maintains verbal contact with caller for the purpose of updating in-progress calls and continually updates responding units.

Maintains contact with units on assignments and those not on assignments; maintains status and location of all units using a computer aided dispatch system.

Enters, updates, and retrieves information from computer systems; monitors multiple radio frequencies simultaneously; answers non-emergency calls for assistance; provides assistance in receiving and processing 911 emergency calls for all other fire, medical, and law enforcement agencies within Madison County.

Maintains log of all radio transmissions as to time, duration, and message; relays general information to the public and refers callers to proper offices; performs follow-up on dispatches.

Maintains contact with units on assignment as well as those not on assignments; maintains status and locations of all units using a computer aided dispatch system. Enters, updates and retrieves information from computer systems.

Monitors multiple radio frequencies simultaneously; answers non-emergency calls for assistance.

Performs historical data and background searches in order to safeguard the responding emergency personnel and citizens.

Performs call taker duties consisting of receiving detailed information from citizens requesting police or other emergency service, entering this information into the CAD system, processing this information, and giving any applicable instructions to the citizen.

Performs demonstrations and provide explanations for visiting dignitaries, citizen groups, and potential customers of the CAD System.

Uses a wide variety of resource materials to aid police officers and firefighters in the field such as city and telephone directories, law enforcement directory, street location guide and hazardous materials chemical book.

Operates a variety of computerized communications equipment including radio console, telephones and dispatch system; provides assistance in receiving and processing 911 emergency calls for all other fire, medical and law enforcement agencies within Madison County.

Requires regular and prompt attendance plus the ability to work well with others and work well as a team.

#### MARGINAL FUNCTIONS OF WORK:

Relays administration messages.

Enters run reports for monthly computerized summary report.

Works in a call taking capacity.

Provides pre-arrival instructions as needed for medical calls, using EMD flip charts.



May provide on-the-job training for new employees.

Fills out trouble reports for computer and radio problems.

Runs case/accident reports.

Performs related work as required.

## **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:**

Knowledge of geographic features, and names and general location of principal streets and buildings of the City of Huntsville and surrounding area.

Some knowledge of the types, staffing requirements, and general uses of firefighting apparatus and rescue equipment.

Some knowledge of the operation of telephone, radio, computer assisted dispatch and other communications equipment.

Ability to learn the use of a multi-functional dispatch console with an integrated assortment of communications equipment including a digital playback unit, integrated multi-functional radio/telephone system and the Intergraph computer aided dispatch system (CAD).

Ability to multi-task, speak clearly and concisely in a well-modulated voice and to use good diction.

Ability to listen and fully understand what a caller is saying as well as differentiate and note background noises (i.e., gun shots, yelling, and/or screaming).

Ability to effectively communicate with and elicit information from upset and irate citizens.

Ability to understand callers and to differentiate and note background noises.

Ability to work in a fast-paced harried work atmosphere, confronted by disturbing or stressful call situations.

Ability to speak and comprehend the police phonetic alphabet and ten codes.

Ability to learn applicable FCC rules and regulations.

Ability to think and act quickly, calmly, and accurately in an emergency and under stress.

Ability to effectively communicate with and elicit information from upset and irate citizens.

Ability to spell accurately.

Ability to type 35 wpm.

Skill in the operation of a video display computer terminal.

## **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 some experience in operating communications equipment and basic computers.

## **WORKING ENVIRONMENT:**

Work is performed in a communications center building without windows.

## **PHYSICAL DEMANDS:**

Work is essentially sedentary with occasional walking, bending, lifting of objects under 25 pounds, or minimal physical activities. Work requires the ability to sit for extended periods of time, to operate personal computers and transmitter/receivers and to perceive and or discriminate colors, sounds, depth, and texture. Work requires continuous repetitive arm/hand movement.

## **NECESSARY SPECIAL REQUIREMENTS:**

Must possess and maintain a valid driver's license.

Certification in Emergency Medical Dispatch (EMD), Emergency Fire Dispatch (EFD) and CPR.

All Fire & Rescue Public Safety Dispatchers shall be required to attend three (3) courses through the International Academy of Emergency Dispatch (IAED) to obtain certification as EFD, EMD and EPD. These certifications must be obtained within 12 months after hire and/or promotion date subject to class availability and funding.

All Police Public Safety Dispatchers must successfully complete a pre-employment polygraph.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-121

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**Department:** Planning

**Subject:**

**Type of Action:** Introduction

Introduction of an ordinance amending Chapter 3, Article II, Subsection (d)(1) of Section 3-31 of the Code of Ordinances of the City of Huntsville, AL to modify hours of operation within the Bridge Street Arts and Entertainment District.

**Type of Document:** Ordinance No.

**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:**

**Address:** N/A

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

**Additional Comments:** N/A





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2744

---

**Department:** Planning

**Subject:**

**Type of Action:** Introduction

Introduction of an ordinance amending Chapter 3, Article II, Subsection (d)(1) of Section 3-31 of the Code of Ordinances of the City of Huntsville, AL to modify hours of operation within the Bridge Street Arts and Entertainment District.

**Type of Document:** Ordinance No.  
Choose an item.  
Choose an item.

**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:**

**Address:** N/A

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

**Additional Comments:** N/A

**ORDINANCE NO: 23-**

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

**Section 1.** Chapter 3, Article II, Subsection (d)(1) of Section 3-31 of the Code of Ordinances of the City of Huntsville, Alabama is hereby amended to read as follows:

(d) Opening of the district.

(1) Regular hours of district. The regular hours of operation for the district shall be between the hours of 12:00 noon to 10:00 p.m. daily; provided, however, in the case of New Year's Eve/New Year's Day, the regular hours of operation shall be between the hours of 12:00 noon on December 31<sup>st</sup> to 1:00 a.m. on January 1<sup>st</sup>.

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

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

**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



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-122

---

**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:**

**Account Number:** N/A

**City Cost Amount:** N/A

**Total Cost:** N/A

**Special Circumstances:**

**Grant Funded:** N/A

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2750

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**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:**

**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:**

**ORDINANCE NO. \_\_\_\_\_**

**WHEREAS**, Ordinance No. 23-155, dated March 9, 2023, abolished the position of City Clerk-Treasurer and created the position of City Clerk;

**WHEREAS**, Ordinance 23-155, dated March 9, 2023, abolished the position of Director of Finance as codified at that time and further created the Director of Finance with substantially updated duties, including all duties, responsibilities, obligations, and authorities of the offices of City Treasurer and City Auditor as defined by state law;

**WHEREAS**, the Director of Finance shall be appointed by the Mayor subject to the approval of the City Council as provided by law, such appointment to the position of Director of Finance shall be inclusive of appointment to the offices of City Treasurer and City Auditor as designated in Ordinance No. 23-155, dated March 9, 2023.

**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 City Clerk position is hereby classified at a salary grade 24.

**Section 2.** The Director of Finance position is hereby classified at a salary grade 24.

**Section 3.** The position of Clerk Treasurer Administrative Aide, classified at a salary grade 12, is hereby renamed City Clerk Administrative Aide, classified at a salary grade 12.

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

**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



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-123

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**Department:** Urban Development

**Subject:**

**Type of Action:** Introduction

Introduction of an Ordinance to declare certain property located around the area of the old J.O. Johnson High School as surplus and authorizing and directing its sale to Stanley Developers, LLC.

**Type of Document:** Ordinance 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:** The Old J.O. Johnson High School property.

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

**Additional Comments:**

Purchase of approximately 8.91 acres of real property by Stanley Developers, LLC, for residential expansion for \$10,000.







# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2730

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**Department:** Urban Development

**Subject:**

**Type of Action:** Introduction

Introduction of an Ordinance to declare certain property located around the area of the old J.O. Johnson High School as surplus and authorizing and directing its sale to Stanley Developers, LLC.

**Type of Document:** Ordinance 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:** The Old J.O. Johnson High School property.

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

**Additional Comments:**

Purchase of approximately 8.91 acres of real property by Stanley Developers, LLC, for residential expansion for \$10,000.

**ORDINANCE NO. 2023- \_\_\_\_\_**

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

**WHEREAS**, the City of Huntsville, an Alabama municipal corporation (“City”), is the owner of certain real property situated in Huntsville, Madison County, Alabama, containing 8.91 acres, more or less, as more particularly described as follows in Exhibit “A” attached hereto (the “Subject Property”); and

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

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

**WHEREAS**, the Mayor of the City of Huntsville is hereby authorized to enter into that certain Purchase and Sale Agreement between the City of Huntsville and Stanley Developers, LLC, attached hereto as Exhibit “B” (the “Agreement”), and pursuant to the terms and conditions therein, the Subject Property will be sold to Stanley Developers, LLC, in exchange for Ten Thousand and No/100 Dollars (\$10,000.00); and

**WHEREAS**, in the judgment and opinion of the Mayor and the City Council of Huntsville, Alabama, said compensation is fair and reasonable compensation for the Subject Property; and

**WHEREAS**, it is necessary for the Mayor to execute a statutory warranty deed for the Subject Property to Stanley Developers, LLC; and

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

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

1. The Subject Property is found and determined not to be needed for public or municipal purposes by the City of Huntsville and is hereby declared as surplus property in accordance with the requirements of §11-47-20 of the *Code of Alabama* (1975); and
2. The Mayor of the City of Huntsville is hereby authorized and directed to execute the Agreement, to convey the Subject Property to Stanley Developers, LLC in accordance with the terms of said Agreement, and to execute and deliver all documents required to close said sale for and on behalf of the City; and
3. The City Clerk for the City of Huntsville is hereby instructed to publish notice of this Ordinance in accordance with §11-45-8 of the *Code of Alabama* (1975); and

4. A copy of said real estate closing documents, as legally required, will be kept on file in the office of the Clerk-Treasurer of the City of Huntsville, Alabama; and
5. This ordinance shall become effective upon its approval, adoption, enactment, and publication by posting as set forth in §11-45-8(b) of the *Code of Alabama* (1975).

**ADOPTED** this the 13th day of April, 2023.

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

**APPROVED** this the 13th day of April, 2023.

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Mayor of the City of  
Huntsville, Alabama

**EXHIBIT "A"**  
**(Legal Description of Subject Property)**

A PART OF TRACT "C" OF J.O. JOHNSON LEGACY VILLAGE AS RECORDED IN PLAT BOOK 2020, PAGE 39787 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10. THEN NORTH 89 DEGREES 18 MINUTES 26 SECONDS WEST, 174.63 FEET TO THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING SOUTH 00 DEGREES 30 MINUTES 09 SECONDS WEST A DISTANCE OF 920.00 FEET TO A POINT.

THEN NORTH 89 DEGREES 01 MINUTE 09 SECONDS WEST A DISTANCE OF 687.02 FEET TO A POINT.

THEN NORTH 00 DEGREES 30 MINUTES 09 SECONDS EAST A DISTANCE OF 91.27 FEET TO A POINT.

THEN SOUTH 61 DEGREES 42 MINUTES 00 SECONDS WEST A DISTANCE OF 40.38 FEET A POINT.

THEN ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 89 DEGREES 32 MINUTES 34 SECONDS A DISTANCE OF 39.07 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 16 DEGREES 55 MINUTES 43 SECONDS WEST, 35.21 FEET) TO A POINT ON THE NORTHERN MARGIN OF THE RIGHT OF WAY OF CECIL FAIN DRIVE.

THEN ALONG SAID MARGIN NORTH 27 DEGREES 50 MINUTES 34 SECONDS WEST A DISTANCE OF 12.49 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 336.00 FEET AND A DELTA OF 16 DEGREES 21 MINUTES 46 SECONDS A DISTANCE OF 95.96 FEET (A CHORD BEARING AND DISTANCE OF NORTH 19 DEGREES 39 MINUTES 41 SECONDS WEST, 95.63 FEET) TO A POINT.

THEN LEAVING SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 106 DEGREES 49 MINUTES 12 SECONDS A DISTANCE OF 46.61 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 64 DEGREES 53 MINUTES 23 SECONDS EAST, 40.15 FEET) TO A POINT.

THEN NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST A DISTANCE OF 72.92 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 200.00 FEET AND A DELTA ANGLE OF 28 DEGREES 48 MINUTES 09 SECONDS A DISTANCE OF 100.54 FEET (A CHORD BEARING AND DISTANCE OF NORTH 76 DEGREES 06 MINUTES 05 SECONDS EAST A DISTANCE OF 99.48 FEET) TO A POINT.

THEN SOUTH 89 DEGREES 29 MINUTES 51 SECONDS EAST A DISTANCE OF 234.48 FEET TO A POINT.

THEN NORTH 00 DEGREES 46 MINUTES 59 SECONDS EAST A DISTANCE OF 359.19 FEET TO A POINT.

THEN NORTH 04 DEGREES 44 MINUTES 33 SECONDS WEST A DISTANCE OF 155.96 FEET TO A POINT.

THEN NORTH 21 DEGREES 05 MINUTES 38 SECONDS WEST A DISTANCE OF 81.51 FEET TO A POINT.

THEN NORTH 00 DEGREES 30 MINUTES 09 SECONDS EAST A DISTANCE OF 144.43 FEET TO A POINT.

THEN SOUTH 89 DEGREES 02 MINUTES 20 SECONDS EAST A DISTANCE OF 217.02 FEET TO A POINT.

THEN SOUTH 89 DEGREES 15 MINUTES 42 SECONDS EAST A DISTANCE OF 165.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.91 ACRES MORE OR LESS.

**EXHIBIT “B”**  
**(Purchase and Sale Agreement)**

*[Attach copy of Purchase and Sale Agreement between the City of Huntsville and Stanley  
Developers, LLC]*

## **PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by, between and among the **City of Huntsville**, an Alabama municipal corporation ("City" or "Seller"), and **Stanley Developers, LLC**, an Alabama limited liability company, or its assigns ("Stanley" or "Purchaser") effective as of this 13th day of April, 2023 (the "Effective Date").

WHEREAS, the City owns fee simple title to certain real property located in the northwest area of the City upon which James Oliver Johnson High School (commonly known as "J.O. Johnson High School"), a public school within the City of Huntsville school system, was located before being closed in 2016; and

WHEREAS, due to the City's relatively recent success in attracting major industrial and manufacturing enterprises to locate to and expand within the North Huntsville Industrial Park, demand exists in the City for additional, long-term workforce residents and additional long term single-family and other residential housing in northwest Huntsville; and

WHEREAS, the City's ability to continue attracting industrial, research and development, and commercial enterprises is contingent upon the availability of appropriate workforce personnel in the City, and the City has determined it to be necessary, desirable and in the public interest to utilize the Development Site to promote the construction and development of single-family and other residential housing to foster such growth; and

WHEREAS, the area around J.O. Johnson High School is not conducive for any current or expected City operations, but is situated in and around an area highly suited for important residential expansion, redevelopment and renewal, and contains key parcels more particularly depicted in Exhibit "A" and totaling approximately 100 acres (the "Redevelopment Area") that are and will be integral to the City's ongoing efforts to facilitate redevelopment of important single-family and other residential improvements; and

WHEREAS, Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser a portion of the Redevelopment Area, comprised of approximately 8.91 acres, more or less, being further identified by Madison County Tax Assessor Records as being a portion of PPIN 128710, and as more particularly depicted in Exhibit "B" attached hereto and incorporated herein (the "Property" or the "Development Site"); and

WHEREAS, Purchaser desires to purchase the Property from Seller for the development and construction of the next phase of the single-family residential subdivision, known as Jaguar Hills, to contain up to 61 lots, but not less than 45 lots (the "Development"), with this next phase to contain approximately 35 lots ("Phase 4"); and

WHEREAS, the Developer has agreed to design, construct and acquire improvements in the Development Site in accordance with heightened requirements (hereinafter defined as the "Heightened Design Standards") approved by the City as more particularly described and set forth herein; and

WHEREAS, pursuant to Resolution 19-916, Seller and Purchaser previously executed and entered into that Development Agreement, dated September 26, 2019 ("Development

Agreement”), the terms and conditions of which are hereby ratified and reaffirmed by the parties, whereby the parties agreed to perform certain construction, demolition, and development obligations regarding the Redevelopment Area and Development Site, and accordingly; and

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

1. Sale and Purchase. Subject to and in accordance with the terms of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property, consisting of approximately 8.91 acres, more or less, as depicted in Exhibit “B” attached hereto and as more particularly described in Exhibit “C” attached hereto and incorporated herein, together with any and all structures, fixtures and other improvements thereon and all rights, easements, interests, privileges, tenements and hereditaments appurtenant thereto (the “Property”).

2. Purchase Price. The purchase price for the Property shall be Ten Thousand and NO/100 Dollars (\$10,000.00) (the “Purchase Price”). The Purchase Price shall be paid to Seller in cash or immediately available funds at the closing and consummation of the transaction contemplated by this Agreement (“Closing”).

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

4. Inspection Period. Purchaser shall have up to sixty (60) days from the Effective Date to inspect and conduct due diligence on the Property (the “Inspection Period”), in which Purchaser, its agents, designees, and contractors shall have the right to enter the Property for the sole purpose of conducting Purchaser’s due diligence investigations of the Property, including without limitation surveys, geological studies, soil borings, phase I and phase II environmental site assessments and such other investigations, studies or tests as Purchaser may deem necessary or desirable in order to determine whether or not to proceed with the Development. Prior to the expiration of the Inspection Period Purchaser shall provide written notice to the City, to be given in accordance with Section 16 below, of its desire to proceed with the Development (“Notice to Proceed”). In the event that such Notice to Proceed is not provided prior to the end of the Inspection Period, then this Agreement shall automatically terminate and shall be null and void.

5. Closing Conditions. Seller’s obligation to convey the Property to Purchaser is contingent upon the following conditions being satisfied before Closing can occur (the “Closing Conditions”):



(a) Approval by City Council. Declaration of the Property as “Surplus” and approval of this Agreement by the City Council of the City of Huntsville.

(b) Design Charrette Process. Purchaser and Seller shall work in good faith in the design charrette process and will participate, coordinate, and cooperate with one another to create and develop mutually agreeable plans and specifications for the design and construction of the Development. The Development design plans shall be subject to approval by the Director of Urban and Economic Development, which approval shall not be unreasonably withheld.

(c) Design Plans, Construction Schedule, and Other Documents. Purchaser shall have submitted all design plans, a detailed construction schedule, and any other documents required for the approval and issuance of a building permit (notwithstanding the fact that the Purchaser is not the owner of the Property at the time of its submittal). The City will use commercially reasonable efforts to assist Purchaser in securing the necessary building permits, as may be required.

(d) General Contractor. Purchaser shall have hired a general contractor, licensed by the State of Alabama, for the construction of the Development, and shall have provided Seller with the name of its general contractor.

(e) Quarterly Updates. Seller and Purchaser shall agree upon the terms and conditions by which Stanley will provide the City with quarterly progress updates regarding the construction progress of the Development Site.

6. Closing. Closing shall occur on or within sixty (60) days following the satisfaction of the Closing Conditions, or at such other date and time as is mutually agreeable to the parties (“Closing Date”). The Closing shall occur at the offices of Closing Agent located at 100 Washington Street, Huntsville, Alabama 35801. The parties may deliver any documents or closing funds as required herein on or before the Closing Date, such that neither party will be required to be physically present at Closing.

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

(i) A statutory warranty deed conveying a good and marketable fee simple title to the Property to Purchaser subject only to the Permitted Exceptions and that Option to Repurchase and Reversionary Deadline contained in Section 11 below.

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

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

(iv) All other documents reasonably requested by the title company to carry out the transaction contemplated by this Agreement, including, but not limited to, (A) an IRS §1445 Certificate, (B) a settlement statement, and (C) formation documents, certifications, resolutions, brokers affidavits and other reasonable and customary documents establishing that

Seller is duly authorized and empowered to enter into this Agreement and perform its obligations hereunder.

7. Property Taxes. The Property is currently exempt from property taxes and no ad valorem taxes are due for the current tax year. Accordingly, property taxes will not be prorated or collected and Closing and Purchaser will be responsible for all ad valorem taxes assessed after the Closing Date.

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

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

10. Final Subdivision Plat. The parties shall work in good faith with one another to have the Property subdivided and platted in accordance with the City's subdivision regulations (the "Plat"). Prior to commencement of construction, the Plat shall be recorded by Purchaser, at Purchaser's expense, in the Office of the Judge of Probate of Madison County, Alabama. Accordingly, once finalized, the legal description of the Property shall be deemed to be the Property as described in, and with reference to the recorded Plat.

11. Option to Repurchase; Reversionary Deadline. In the event Purchaser fails to satisfy any of its obligations pursuant to Section 2.1 or Section 2.2 of the Development Agreement, the City, in its sole discretion, may elect to purchase the remaining platted lots within the Development Site for the pro rata cost paid by the Company for the same ("Option to Repurchase"). In addition, the parties agree that any undeveloped platted lot areas within the Development Site remaining by or after the fifth anniversary of the Effective Date of the Development Agreement shall revert to the City at no cost to the City (the "Reversionary Deadline"). The provisions of this paragraph shall be contained in the deed to Purchaser and shall survive Closing.

12. Heightened Design Standards. Stanley agrees to cause construction within the Development Site to be of a quality and character that is reasonably anticipated to promote and foster continued housing development within the remainder of the Redevelopment Area and areas located thereby. Accordingly, Stanley hereby agrees that (i) at least 40% of the exterior cladding of each dwelling within the Development Site shall consist of brick, stone, stone veneers or other natural materials as shall be approved by the City, with the remaining cladding to consist of fiber cement, vinyl, wood, or such other materials as shall be approved by the City, and (ii) that the windows and window treatments for each dwelling shall be of energy efficient products as approved by the City. The Director of Economic Development

and Urban Planning of the City is hereby authorized to provide approvals on behalf of the City required hereunder (the "Heightened Design Standards"). Stanley further agrees, in addition to compliance with the Heightened Design Standards, that all single-family residential dwellings within the Development Site be in the style and square footage substantially similar to that described in Exhibit "E" to the Development Agreement (the "Single-Family Residential Construction Standard"). Without limiting the applicability or generality of the foregoing, Stanley shall be deemed in default of this Agreement if it fails to cause construction of each dwelling within the Development Site in accordance herewith.

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

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

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

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

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

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

If to Stanley:                 Stanley Developers LLC  
Attn: Algernon Stanley

4410A Evangel Circle  
Huntsville, Alabama 35816  
Ph: 256-527-7895  
Email: [astanley@stanley-hsv.com](mailto:astanley@stanley-hsv.com)

With a copy to: Attn : Thorton Stanley Jr.  
1760 Dekathalon Way  
Huntsville, Alabama 35816  
Ph: 256-837-6850  
Email: [stanleythornton@comcast.net](mailto:stanleythornton@comcast.net)

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

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

19. Assignment. Purchaser shall not assign or otherwise transfer its rights or obligations under this Agreement to any other person, firm, corporation, or other legal entity, without the express written consent of the City, which shall not be unreasonably withheld.

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

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

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

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

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

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

26. 1031 Exchange. Seller, at its option, may desire to exchange, for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code and the Regulations promulgated thereunder, fee title in the Property which is the subject of this Agreement. Seller expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary as provided in IRC Reg. 1.1031 (k)-1(g)(4) at any time on or before the Closing Date. Purchaser agrees to cooperate with Seller in effectuating the 1031 Exchange and agrees to execute any documents that may be reasonably necessary to effect the exchange. Seller shall bear all additional costs incurred in connection with any 1031 Exchange. Nothing in this section shall interfere with Purchaser's right to close on the Property in accordance with the terms of this Agreement or shall otherwise delay the Closing.

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

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

*[Signatures appear on Following Pages.]*

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

SELLER:

**City of Huntsville**, an Alabama municipal  
corporation

By: \_\_\_\_\_  
Tommy Battle, Mayor

ATTESTED TO:

By: \_\_\_\_\_  
Shaundrika Edwards, Interim Clerk-  
Treasurer

Date: \_\_\_\_\_

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

PURCHASER:

**Stanley Developers, LLC**, an Alabama limited liability company

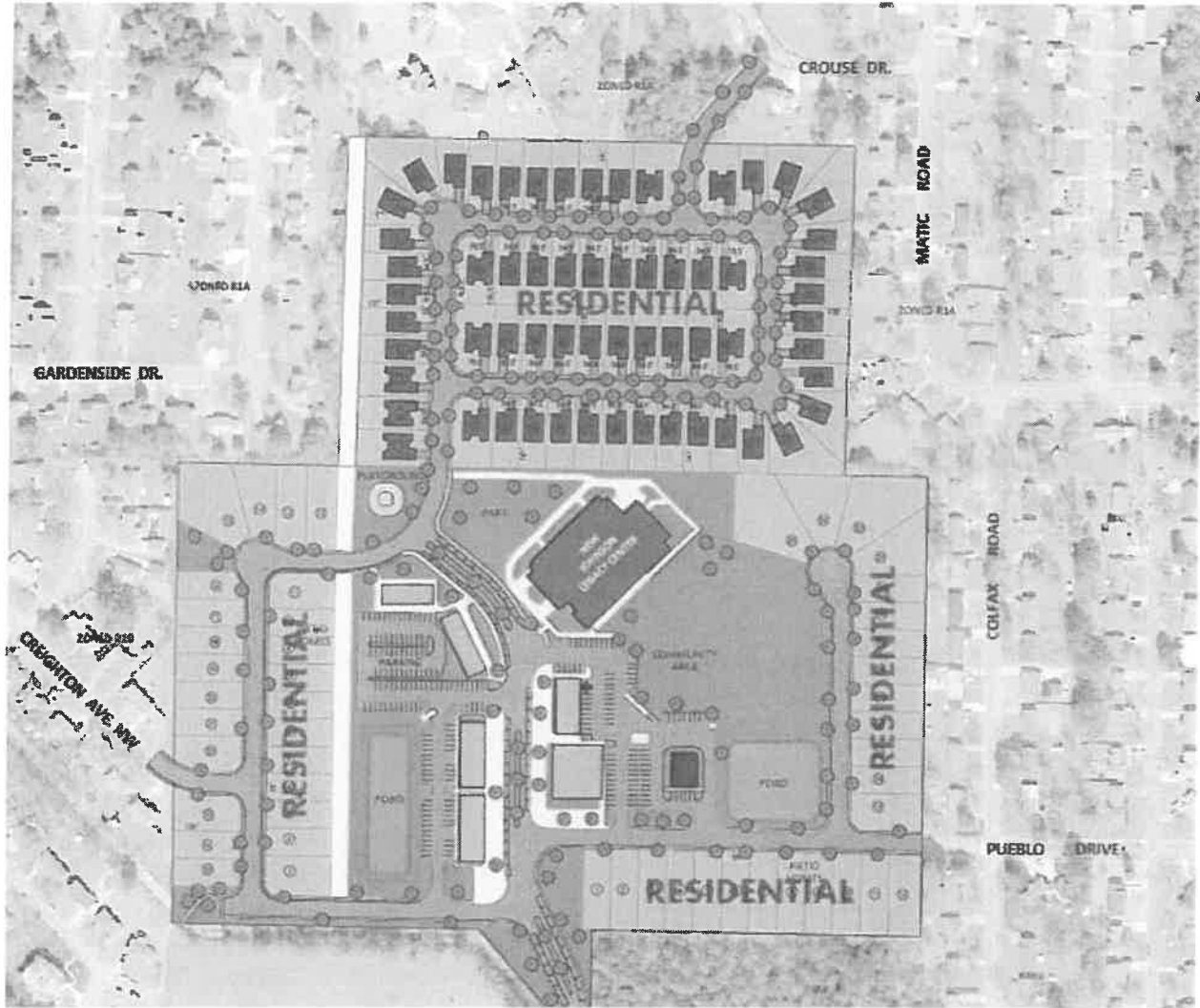
By: Algernon Stanley  
Algernon Stanley, Member

WITNESSED:

By: Jeanette Love  
Name: Jeanette Love

Date: 3/2/23

Exhibit "A"  
(Redevelopment Area)





WATER

HUNTSVILLE AVENUE

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LOT 2

LOT 3

LOT 4

LOT 5

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LOT	AREA	VOLUME	OTHER
1	1.00	1.00	
2	1.00	1.00	
3	1.00	1.00	
4	1.00	1.00	
5	1.00	1.00	
6	1.00	1.00	
7	1.00	1.00	
8	1.00	1.00	
9	1.00	1.00	
10	1.00	1.00	
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19	1.00	1.00	
20	1.00	1.00	
21	1.00	1.00	
22	1.00	1.00	
23	1.00	1.00	
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43	1.00	1.00	
44	1.00	1.00	
45	1.00	1.00	
46	1.00	1.00	
47	1.00	1.00	
48	1.00	1.00	
49	1.00	1.00	
50	1.00	1.00	
51	1.00	1.00	
52	1.00	1.00	
53	1.00	1.00	
54	1.00	1.00	
55	1.00	1.00	
56	1.00	1.00	
57	1.00	1.00	
58	1.00	1.00	
59	1.00	1.00	
60	1.00	1.00	
61	1.00	1.00	
62	1.00	1.00	
63	1.		

Exhibit "C"  
(Legal Description of the Property)

A PART OF TRACT "C" OF J.O. JOHNSON LEGACY VILLAGE AS RECORDED IN PLAT BOOK 2020, PAGE 39787 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10. THEN NORTH 89 DEGREES 18 MINUTES 26 SECONDS WEST, 174.63 FEET TO THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING SOUTH 00 DEGREES 30 MINUTES 09 SECONDS WEST A DISTANCE OF 920.00 FEET TO A POINT.

THEN NORTH 89 DEGREES 01 MINUTE 09 SECONDS WEST A DISTANCE OF 687.02 FEET TO A POINT.

THEN NORTH 00 DEGREES 30 MINUTES 09 SECONDS EAST A DISTANCE OF 91.27 FEET TO A POINT.

THEN SOUTH 61 DEGREES 42 MINUTES 00 SECONDS WEST A DISTANCE OF 40.38 FEET A POINT.

THEN ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 89 DEGREES 32 MINUTES 34 SECONDS A DISTANCE OF 39.07 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 16 DEGREES 55 MINUTES 43 SECONDS WEST, 35.21 FEET) TO A POINT ON THE NORTHERN MARGIN OF THE RIGHT OF WAY OF CECIL FAIN DRIVE.

THEN ALONG SAID MARGIN NORTH 27 DEGREES 50 MINUTES 34 SECONDS WEST A DISTANCE OF 12.49 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 336.00 FEET AND A DELTA OF 16 DEGREES 21 MINUTES 46 SECONDS A DISTANCE OF 95.96 FEET ( A CHORD BEARING AND DISTANCE OF NORTH 19 DEGREES 39 MINUTES 41 SECONDS WEST, 95.63 FEET) TO A POINT.

THEN LEAVING SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 25.00 FEET AND A DELT ANGLE OF 106 DEGREES 49 MINUTES 12 SECONDS A DISTANCE OF 46.61 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 64 DEGREES 53 MINUTES 23 SECONDS EAST, 40.15 FEET) TO A POINT.

THEN NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST A DISTANCE OF 72.92 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 200.00 FFET AND A DELTA ANGLE OF 28 DEGREES 48 MINUTES 09 SECONDS A DISTANCE OF 100.54 FEET (A CHORD BEARING AND DISTANCE OF NORTH 76 DEGREES 06 MINUTES 05 SECONDS EAST A DISTANCE OF 99.48 FEET) TO A POINT.

THEN SOUTH 89 DEGREES 29 MINUTES 51 SECONDS EAST A DISTANCE OF 234.48 FEET TO A POINT.

THEN NORTH 00 DEGREES 46 MINUTES 59 SECONDS EAST A DISTANCE OF 359.19 FEET TO A POINT.

THEN NORTH 04 DEGREES 44 MINUTES 33 SECONDS WEST A DISTANCE OF 155.96 FEET TO A POINT.

THEN NORTH 21 DEGREES 05 MINUTES 38 SECONDS WEST A DISTANCE OF 81.51 FEET TO A POINT.

THEN NORTH 00 DEGREES 30 MINUTES 09 SECONDS EAST A DISTANCE OF 144.43 FEET TO A POINT.

THEN SOUTH 8 9DEGREES 02 MINUTES 20 SECONDS EAST A DISTANCE OF 217.02 FEET TO A POINT.

THEN SOUTH 89 DEGREES 15 MINUTES 42 SECONDS EAST A DISTANCE OF 165.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.91 ACRES MORE OR LESS.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-124

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**Department:** Fleet Services

**Subject:**

**Type of Action:** Introduction

Introduction of an ordinance declaring certain equipment surplus and to be sold at public auction.

**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:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2704

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**Department:** Fleet Services

**Subject:**

**Type of Action:** Introduction

Introduction of an ordinance declaring certain equipment surplus and to be sold at public auction.

**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:**

**ORDINANCE NO. 20-\_\_\_\_\_**

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

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

**BE IT FURTHER ORDAINED** that the Mayor and Director of Finance be, and they hereby are, authorized and directed to dispose of the personal property owned by the City of Huntsville, Alabama, described below, by selling such property via auction, Fowler Auction and Real Estate Services, Inc. All such property shall be sold to the highest bidder. The Mayor and Director of Finance 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 office of the Finance Department. Said personal property is described as follows:

**DEPARTMENT# 1400- GENERAL SERVICES**

021379- 2005 FORD E250 VAN- VIN# 1FTNE24W35HB25472

**DEPARTMENT# 1500- FLEET SERVICES**

021481- 2002 FORD EXPLORER- VIN# 1FMZU72E12ZB41585

**DEPARTMENT# 3000- PARKS & RECREATION**

011583- 2002 CHEVROLET MALIBU- VIN# 1G1ND52J62M643471

011702- 2005 FORD CROWN VICTORIA- VIN# 2FAFP71W95X149362

011757- 2006 FORD CROWN VICTORIA- VIN# 2FAFP71WX6X165569

021606- 2008 FORD RANGER- VIN# 1FTRY10U98PA89457

**DEPARTMENT# 4100- POLICE**

011814- 2007 FORD CROWN VICTORIA- VIN# 2FAFP71W07X130282

011816- 2007 FORD CROWN VICTORIA- VIN# 2FAFP71W47X130284

011817- 2007 FORD CROWN VICTORIA- VIN# 2FAFP71W67X130285

011839- 2007 CHEVROLET IMPALA- VIN# 2G1WB58K979294840

011842- 2008 CHEVROLET IMPALA- VIN# 2G1WB58KX89156144

011858- 2008 FORD CROWN VICTORIA- VIN# 2FAFP71V28X144919

011861- 2008 FORD CROWN VICTORIA- VIN# 2FAFP71V68X144924

011864- 2008 FORD CROWN VICTORIA- VIN# 2FAFP71V58X144929

011896- 2008 FORD CROWN VICTORIA- VIN# 2FAFP71V18X153935

011900- 2008 FORD CROWN VICTORIA- VIN# 2FAFP71V98X153939

011901- 2008 FORD CROWN VICTORIA- VIN# 2FAFP71V58X153940

011902- 2008 FORD CROWN VICTORIA- VIN# 2FAFP71V78X153941

011912- 2008 CHEVROLET IMPALA- VIN# 2G1WB58K981228790

011919- 2011 FORD CROWN VICTORIA- VIN# 2FABP7BV6BX171531

011923- 2011 FORD CROWN VICTORIA- VIN# 2FABP7BV3BX171535

011926- 2011 FORD CROWN VICTORIA- VIN# 2FABP7BV9BX171538

011927- 2011 FORD CROWN VICTORIA- VIN# 2FABP7BV0BX171539

011933- 2011 FORD CROWN VICTORIA- VIN# 2FABP7BV3BX168666

011935- 2011 FORD CROWN VICTORIA- VIN# 2FABP7BV7BX168668

011937- 2011 FORD CROWN VICTORIA- VIN# 2FABP7BV5BX168670

011944- 2011 FORD CROWN VICTORIA- VIN# 2FABP7BV8BX168677  
011945- 2011 FORD CROWN VICTORIA- VIN# 2FABP7BVXBX168678  
011946- 2011 FORD CROWN VICTORIA- VIN# 2FABP7BV1BX168679

**DEPARTMENT# 5200- LANDSCAPE**

021341- 2004 DODGE DAKOTA- VIN# 1D7GL12K64S667147  
021520- 2008 FORD F350- VIN# 1FDWW36Y38EA79018  
050494- 2012 TORO ZERO TURN MOWER- SERIAL# 312000501  
093585- 2011 TURFPRO BALLFIELD LINER- SERIAL# BA2309

**DEPARTMENT# 5500- PUBLIC WORKS**

021451- 2001 FORD F350- VIN# 1FDWW36F71EC91604

**DEPARTMENT # 7400- PLANNING**

021286- 2000 FORD RANGER- VIN# 1FTYR14VXYTB29605

**DEPARTMENT # 7500- TRAFFIC ENGINEERING**

021062- 1997 FORD F150- VIN# 1FTDF17W1VLB04163  
021465- 2007 DODGE CARAVAN- VIN# 1D4GP25RX7B112108

**DEPARTMENT # 9100- BURRITT MUSEUM**

021123- 1999 FORD F150- VIN# 1FTRF17W5XNB65013

**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  
City Clerk



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-125

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**Department:** Traffic Engineering

**Subject:**

**Type of Action:** Introduction

Introduction of an Ordinance declaring certain equipment surplus and is no longer needed for public or municipal use, and to be donated to The Huntsville & Madison County Railroad Authority.

**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:**







# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2723

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**Department:** Traffic Engineering

**Subject:**

**Type of Action:** Introduction

Introduction of an Ordinance declaring certain equipment surplus and is no longer needed for public or municipal use, and to be donated to The Huntsville & Madison County Railroad Authority.

**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:**

**ORDINANCE NO. 23-\_\_\_\_\_**

**WHEREAS**, the City Council of the City of Huntsville, Alabama has determined that the property described below has been identified by Traffic Engineering as surplus and is no longer needed for public or municipal use, and to be donated to The Huntsville & Madison County Railroad Authority.

Railroad Crossing Signal Equipment

**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  
City Clerk



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** 2023-126

---

**Department:** Police

**Subject:**

**Type of Action:** Introduction

Introduction of an ordinance declaring certain property surplus and to be donated to Crime Stoppers

**Type of Document:** Ordinance No.

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** \$ 0.00

**Total Cost:** \$ 0.00

**Special Circumstances:**

**Grant Funded:** \$ 0.00

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**

Donation of surplus vehicle to Crime Stoppers for their annual auction.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/23/2023

**File ID:** TMP-2731

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**Department:** Police

**Subject:**

**Type of Action:** Introduction

Introduction of an ordinance declaring certain property surplus and to be donated to Crime Stoppers

**Type of Document:** Ordinance No.

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** \$ 0.00

**Total Cost:** \$ 0.00

**Special Circumstances:**

**Grant Funded:** \$ 0.00

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**

Donation of surplus vehicle to Crime Stoppers for their annual auction.

**ORDINANCE NO. 23 - \_\_\_\_\_**

**BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama, that the property described below is hereby declared surplus and no longer needed for a municipal purpose or public use, and to be donated to Crime Stoppers.

Equipment# 011924, 2011 Ford Crown Victoria  
VIN # 2FABP7BV5BX171536

**ADOPTED** this the \_\_\_\_ day of \_\_\_\_\_, 2023.

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

**APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

City of Huntsville  
Fixed Asset Disposal Order

Disposal Date: 01-11-22

Equipment #: 011924

Description: 2011 Ford CrownVic, 2FABP7BV5BX171536

Department #: 4100

Dept. Name: POLICE

Location Code: 1101

Turn In: ☒ Keys ☒ Gas Card ☐ N/A (no gas card) ☒ MU Tag # 34380MU  
(Keys & Gas Cards must accompany this form)

METHOD OF DISPOSAL:

- NO ☒ A ~~Sold at auction. A copy of the Resolution from the City Council must accompany the disposal order.~~
- ☐ S Sold to another agency. A copy of the Resolution from the City Council must accompany the disposal order.
- ☐ D Destroyed (nothing left to sell). A memo from the department head must accompany the disposal order.
- ☐ L Lost or stolen from a work site or storage yard. A police report must accompany the disposal order.
- ☐ Y Cannibalized for parts. A memo from Facilities, Fleet or I.T.S. Department head (depending on type of equipment) must accompany the disposal order.
- ☒ G Given or donated to another agency or group. A copy of the Resolution from the City Council must accompany the disposal order.
- ☐ C Credit for equipment traded in on purchase of new item. A copy of the approved Bid or Resolution showing the trade-in value must accompany the disposal order.

For use by Fixed Asset Accountant only:

- ☐ I Equipment or items deleted from active inventory by the Fixed Assets Accountant because it falls under the current threshold limit.

Remarks: DEADLINED REPAIR COST IS GREATER THAN THE VEHICLE IS WORTH

Dept. Approval:

*Lt. Michael Donley*  
Authorized Signature

For Facilities Management or Fleet Management Use ONLY

Reason for Disposal:

Remarks:

*To Be Donated to crime stoppers*

Accepted &  
Approved By:

*Sh. Spaw*

Or

☐ Entered into VMS

Date

☐ Entered into Fixed Assets

Date

Print and distribute copies to the following Departments  
Clerk-Treasurer (original with signatures)

Facilities or Fleet Mgmt.

Originating Department